

CITY OF WOODBURN

CITY COUNCIL AGENDA

SEPTEMBER 25, 2006 – 7:00 P.M.

KATHRYN FIGLEY, MAYOR
WALTER NICHOLS, COUNCILOR WARD I
RICHARD BJELLAND, COUNCILOR WARD II
PETER MCCALLUM, COUNCILOR WARD III
JAMES COX, COUNCILOR WARD IV
FRANK LONERGAN, COUNCILOR WARD V
ELIDA SIFUENTEZ, COUNCILOR WARD VI

CITY HALL COUNCIL CHAMBERS – 270 MONTGOMERY STREET

1. **CALL TO ORDER AND FLAG SALUTE**
2. **ROLL CALL**
3. **ANNOUNCEMENTS AND APPOINTMENTS**

Announcements:

- A. Upcoming activities at the library include Spanish storytime on Tuesdays at 4:30 p.m. starting on September 26, infant toddler time on Tuesdays at 10:30 a.m. starting on October 3, and a family storytime with short stories and crafts on September 30.

Appointments:

None.

4. **PROCLAMATIONS/PRESENTATIONS**

Proclamations:

None.

Presentations:

None.

5. **COMMITTEE REPORTS**

- A. Chamber of Commerce

6. **COMMUNICATIONS**

None.

7. **BUSINESS FROM THE PUBLIC** – *This allows the public to introduce items for Council consideration not already scheduled on the agenda.*

“Habrá intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al (503) 980-2485.”

8. CONSENT AGENDA – *Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion at the request of a Council member.*

- | | |
|---|-----------|
| A. Woodburn City Council minutes of September 11, 2006, regular and executive sessions | 1 |
| <u>Recommended Action:</u> Approve the minutes. | |
| B. Woodburn Planning Commission draft minutes of September 14, 2006 | 10 |
| <u>Recommended Action:</u> Accept the draft minutes. | |
| C. Woodburn Public Library Board draft minutes of September 13, 2006 | 17 |
| <u>Recommended Action:</u> Accept the draft minutes. | |
| D. Claims for August 2006 | 22 |
| <u>Recommended Action:</u> Receive the report. | |
| E. Building Activity for August 2006 | 29 |
| <u>Recommended Action:</u> Receive the report. | |
| F. Woodburn Public Library Monthly Report for August 2006 | 30 |
| <u>Recommended Action:</u> Receive the report. | |
| G. Canby Transit Ridership on Canby to Woodburn Service | 31 |
| <u>Recommended Action:</u> Receive the report. | |
| H. Tree Removal Request at 1289 Astor Way | 32 |
| <u>Recommended Action:</u> Receive the report. | |

9. TABLED BUSINESS

None.

10. PUBLIC HEARINGS

None.

11. **GENERAL BUSINESS** – *Members of the public wishing to comment on items of general business must complete and submit a speaker's card to the City Recorder prior to commencing this portion of the Council's agenda. Comment time may be limited by Mayoral prerogative.*
- A. **Council Bill 2640 – Ordinance establishing rules of conduct for the Woodburn Public Library; providing for enforcement procedures and an exclusion process; and declaring an emergency.** 38
Recommended Action: Adopt the ordinance.
- B. **Council Bill 2641 – Resolution entering into Grant Agreement No. 23344 with the State of Oregon and authorizing the City Administrator to sign such agreement** 47
Recommended Action: Adopt the resolution.
- C. **Council Bill 2642 – Resolution authorizing the transfer of operating contingency appropriations during fiscal year 2006-07** 51
Recommended Action: Authorize the City Administrator to execute the Amended Agreement for Consulting Services with Winterbrook Planning, and any related documents, for fiscal year 2006-07; and adopt the resolution approving the transfer of 10,000 from General Fund Contingencies (001-901-9971-5921) to the Planning budget (001-511-5821-5419).
- D. **Comment on Proposed 2008-2011 STIP** 75
Recommended Action: Authorize the Mayor to send the attached letter, supporting inclusion of the Woodburn I-5 modernization project in the 2008-011 STIP, to the Mid Willamette Valley Commission on Transportation.
12. **NEW BUSINESS**
13. **PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS** – *These are Planning Commission or Administrative Land Use actions that may be called up by the City Council.*
- A. **Planning Commission's approval of Conditional use 06-01, Design Review 06-08, Phasing Plan 06-01, and Variance 06-10 located at 575 and 591 Gatch Street (Arthur Academy Charter School)** 79

14. CITY ADMINISTRATOR'S REPORT

15. MAYOR AND COUNCIL REPORTS

16. EXECUTIVE SESSION

- A. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (1)(h).
- B. To consider records that are exempt by law from public inspection pursuant to ORS 192.660 (1)(f).
- C. To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(1)(d).

17. ADJOURNMENT

**COUNCIL MEETING MINUTES
SEPTEMBER 11, 2006**

**TAPE
READING**

**0001 DATE. COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 11, 2006.**

Mayor Figley observed a moment of silence in remembrance of Sgt. 1st Class Richard Henkes who lost his life in Iraq last week. His family members have been part of our community for many years and they deserve all of the support that can be given at this time.

0018 ROLL CALL.

Mayor	Figley	Present
Councilor	Bjelland	Present
Councilor	Cox	Present
Councilor	Lonergan	Present
Councilor	McCallum	Present
Councilor	Nichols	Present
Councilor	Sifuentez	Absent

Staff Present: City Administrator Brown, City Attorney Shields, Public Works Director Tiwari, Community Development Director Allen, Police Chief Russell, Finance Director Gillespie, Recreation Services Manager Patterson, Public Works Manager Rohman, City Recorder Tennant

0088 ANNOUNCEMENTS.

A) Woodburn Public Library is now open on Sunday afternoons from 1:00 p.m. until 5:00 p.m..

B) Celebration of Mexican Independence (September 16) will be held on September 16 and 17, 2006 in the Downtown Plaza from 10:00 am until 9:00 pm. This annual event includes a parade on September 17th, family and cultural activities, mariachis, food, games, and prizes. The main event, Celebration of Grito, will be held on Sunday, September 17th, at 6:00 p.m.. Mayor Figley stated that this celebration is an educational experience and she encouraged citizens to participate and enjoy this event.

0165 APPOINTMENTS.

Mayor Figley appointed Judy Wesemann to the Recreation and Parks Board, Position V, with her term expiring December 31, 2006.

COX/MCCALLUM... approve the nomination of Judy Wesemann to Position V of the Recreation and Parks Board with her term expiring December 31, 2006. The motion passed unanimously.

Mayor Figley introduced Ms. Wesemann who has had a career in different endeavors in the Park and Recreation field as an employee and volunteer for many years.

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**0220 PROCLAMATION: INTERNATIONAL MUNICIPAL LAWYERS
ASSOCIATION (IMLA) ANNUAL MEETING IN OREGON.**

Mayor Figley read her proclamation welcoming IMLA members and their guests to the 2006 IMLA Annual Meeting September 17-20, 2006 being held in Portland. It was noted that the last Annual IMLA meeting held in Oregon was in 1946.

Mayor Figley stated that proclamations from other Oregon cities have been solicited with the hope that IMLA delegates from the United States and Canada will be greeted in the way that they deserve.

0333 PROCLAMATION: PUBLIC WORKS WEEK - SEPTEMBER 18-22, 2006.

Mayor Figley proclaimed the week of September 18-22, 2006 as Public Works Week in Woodburn and urged citizens and businesses to recognize contributions made daily by the City's Public Works staff towards the health, safety, and comfort of our citizens.

**0400 PRESENTATION: WOODBURN LIONS CLUB CONTRIBUTION TOWARDS
BICYCLE HELMET PROGRAM.**

Bob Hayes, Woodburn Lions Club, presented a \$100 check to Police Chief Russell to be used towards the purchase of bicycle helmets.

Chief Russell expressed his appreciation to the Lions Club for their contribution which will be placed into an on-going program which provides helmets to youngsters that cannot afford to purchase a helmet.

0522 Robert Musser, 1289 Astor Way, and Gertrude Tomminger, 1311 Astor Way, stated that a sweet gum maple tree is located in the right-of-way along their property line and this tree has a root system that is creating a lot of damage to their properties. Mr. Musser stated that he is concerned with potential damage to his underground sprinkler system and utility lines while the driveway approach to Ms. Tomminger's property is totally obliterated. Another issue is that the tree drops large seeds around this time of the year with the pulp from the seeds making the pavement surface slippery and hazardous to pedestrians. They have received permission from the Senior Estates Architectural Committee to remove the tree provided that the City gives their permission. He requested Council permission to remove the tree.

Public Works Director reviewed the City's policy on tree removal and stated that staff policy is that approval to remove of a healthy tree is not given unless there is utility line damage or a public safety hazard.

Mr. Musser questioned if the City would pay for repairs to his sprinkler system if the tree roots damage the system.

Public Works Director Tiwari stated that the sprinkler system is the responsibility of the property owner.

Councilor McCallum questioned if the sweet gum maple is on the list of "Do Not Plant" trees and Director Tiwari stated that it was on the list.

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Mr. Musser stated that Superintendent Matt Gwynn had looked at the tree about a month ago and said that he would get back to him with a recommendation but he has not heard from him.

Mayor Figley stated that she would like to have staff look into this situation as soon as possible and provide a report to the Council at the next meeting.

Public Works Director Tiwari briefly described the type of damage that could occur which would result in staff recommending tree removal. Staff will evaluate the situation to protect the tree and report back to the Council.

Jackie Ross, 1315 Walton Way, stated that Mrs. Tomminger is her Aunt and she lives about a half a block from her. She stated that she has a similar problem and began working with Randy Scott (Senior CE Tech) about two years ago. He allowed her to remove one of two trees but would not allow her to cut down a tree that was damaging the foundation of her home. She did have the roots cut out of her yard at that time but not all of the roots were cut out so now she has little trees coming up in her yard.

Additionally, the balls (seeds) are now falling off of the tree and she has to spend about 10-12 hours a week to rake the balls off of the street in front of her home so that pedestrians do not slip and fall. She felt that the Council should have a consideration for the neighborhoods regarding the trees. She requested that she be allowed to remove the tree on her property.

Mayor Figley requested that a staff report be made at the next regular meeting.

- 1148 Linda Cornett, President of AFSCME Local 642, spoke briefly on the status of current contract negotiations. She stated that some of her co-workers are in attendance at this meeting in an effort to show the Council that they take pride in their work and in the service they provide to the citizens of Woodburn. She outlined the different types of work performed by their membership which is essential to the City's operations. She stated that they are in a limited contract re-opener for wages and health benefits and requested that a fair and equitable settlement between their membership and the City. Mayor Figley thanked the membership for their work throughout the City's organization.

1278 **CONSENT AGENDA.**

- A) approve regular and executive session Council minutes of August 14, 2006;
- B) accept the Planning Commission minutes of August 10, 2006;
- C) accept the draft Planning Commission minutes of August 24, 2006;
- D) receive the Recreation Services Division Attendance Report for July 2006;
- E) receive the Recreation Services Division Attendance Report for August 2006;
- F) receive the Recreation Services Division Revenue Report through July 31, 2006;
- G) receive the Recreation Services Division Revenue Report through August 31, 2006;
- H) receive the Planning Project Tracking Sheet dated September 7, 2006; and
- I) receive the Police Department Statistics report for August 2006.

MCCALLUM /LONERGAN ... adopt the Consent Agenda as presented. The motion passed unanimously.

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1358 COUNCIL BILL NO. 2637 - ORDINANCE GRANTING A COMPREHENSIVE PLAN MAP AMENDMENT FROM INDUSTRIAL TO COMMERCIAL, A ZONE CHANGE FROM IL (LIGHT INDUSTRIAL) ZONE TO CG (COMMERCIAL GENERAL) ZONE, APPROVAL OF CONDITIONAL USE CASE FILE NO. 04-10, APPROVAL OF DESIGN REVIEW CASE FILE NO. 05-03 AND APPROVAL OF SIGN DESIGN REVIEW CASE FILE NO. 06-06 ON PROPERTIES LOCATED SOUTH OF NEWBERG HIGHWAY, EAST OF SOUTH WOODLAND AVENUE AND WEST OF INTERSTATE 5, AND ATTACHING CERTAIN CONDITIONS.

Council Bill No. 2637 was introduced by Councilor Bjelland. Recorder Tennant read the two readings of the bill by title only since there were no objections from the Council. Councilor Bjelland stated that he missed the meeting at which the public hearing was held and will abstain from voting since he is not privy to all of the information. On roll call vote for final passage, the vote was 4-0-1 with Councilor Bjelland abstaining. Mayor Figley declared Council Bill No. 2637 duly passed with the emergency clause.

1551 COUNCIL BILL NO. 2638 - ORDINANCE ADOPTING CERTAIN STATE SPECIALITY CODES; SETTING FORTH THE POWERS AND DUTIES OF THE BUILDING OFFICIAL; PROVIDING FOR PROCEDURES AND FEES; ESTABLISHING PENALTY PROVISIONS; AND REPEALING ORDINANCE NO. 2293.

Mayor Figley stated that this bill will be held over to the next meeting for the purpose of allowing staff to make some additional revisions to the bill.

1572 COUNCIL BILL NO. 2639 - RESOLUTION ENTERING INTO A JOB ACCESS REVERSE COMMUTE AGREEMENT FOR FISCAL YEAR 2006-2008 WITH THE SALEM AREA TRANSIT DISTRICT.

Council Bill No. 2639 was introduced by Councilor Bjelland. Recorder Tennant read the bill by title only since there were no objections from the Council.

Public Works Manager Rohman stated that the City is not charging any administrative fees for this program even though he will be spending a small amount of time to review their reimbursement requests.

Councilor Cox stated that the program was previously brought before and informally approved by the Council. This is one program that will provide alternative transportation opportunities to residents at minimal cost to the City over the next two years.

Councilor McCallum questioned if staff knew how many people were utilizing the service between Woodburn and Canby.

Public Works Manager Rohman stated that he will obtain current ridership information.

Councilor Nichols questioned the locations where riders board the transit bus.

Mr. Rohman stated that the bus has a number of stops along Highway 99E, Highway 214, Evergreen Avenue to the downtown area, Hardcastle Avenue to Park Avenue, and then

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back onto Highway 214 towards Hubbard and Aurora. Temporary bus stop signs are in place.

On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2639 duly passed.

**1800 CONTRACT AWARD: COUNTRY CLUB ROAD STREET IMPROVEMENTS
(Bid #2007-02).**

Bids were received from the following contractors for street and storm drain improvements on Country Club Road between Astor Way and Boones Ferry Road: Parker Northwest Paving, \$433,581.96; D & D Paving, \$502,178.31; Kodiak Bengé, \$515,171.00; MBI, \$518,305.46; and KERR Contractors, \$545,376.51. Staff recommended the acceptance of the bid from Parker Northwest Paving which was 7% over the Engineer's estimate of \$403,219.71.

NICHOLS /COX ... award the construction contract to the lowest responsible bidder, Parker Northwest Paving Company, Inc., for street, storm drain and undergrounding improvements on Country Club Road in the amount of \$433,581.96. The motion passed unanimously.

**1831 CONTRACT AWARD: LAUREL AVENUE / HIGHWAY 99E WATERMAIN
INSTALLATION (Aztec Drive to Tomlin Avenue).**

Bids were received from the following contractors for replacement of existing lines of insufficient size and completion of a watermain loop to increase fireflows in the vicinity and eliminate dead-end water mains: Dunn Construction, \$274,878.00; M L Houck Construction, \$171,044.40, and KERR Contractors, Inc., \$434,832.00. The engineer's estimate for this project was \$163,968.00.

BJELLAND/MCCALLUM... award a contract to the lowest responsible bidder, M L Houck Construction, in the amount of \$171,044.40.

Councilor Cox noted for the record that on this and the previous contract award, the cost for gasoline and petroleum products have gone up from the original engineering estimate but the percentage increase over the estimate is not that high.

The motion passed unanimously.

**1909 ACCEPTANCE OF PUBLIC RIGHTS OF WAY ON FRONT STREET AT TOUT
STREET INTERSECTION.**

Staff recommended the acceptance of a public right-of-way conveyed by Victor and Anna Kravets which covers the area in which a sidewalk was inadvertently constructed on private property on S. Front Street. The cost to the City for this conveyance is \$925.00.

BJELLAND/NICHOLS... accept the public rights-of-way as described on Attachment "A" of the staff report at the intersection of Tout Street and S. Front Street.

City Administrator stated that staff would like to make a few changes to the document but also requested that the Council authorize the acceptance with the understanding that the changes will be made. A new warranty deed will be prepared and the property owners

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will need to sign the new document before the transaction is completed. He referred the Council to the Warranty Deed in the agenda packet in that it refers to a "permanent easement" whereas the City is purchasing the property and, on the following page of the deed relating to City acceptance, staff will be removing the condition that the property is free of encumbrances since the City has not taken the necessary steps to see if there are any encumbrances due to the size of the parcel. Staff will also be making some document form changes before the final document is ready for signatures.

NICHOLS/MCCALLUM... accept the public rights of way with the changes outlined by the City Administrator. The motion passed unanimously.

2050 EASEMENT ACCEPTANCE - 489 GRANT STREET.

Staff recommended the acceptance of a permanent easement from Jonathan Edy for the placement of a sidewalk around a tree to avoid damage to the tree's roots.

COX/NICHOLS... accept the permanent utility easement from Jonathan W. Edy, 489 Grant Street. The motion passed unanimously.

2073 FINANCE DIRECTOR EMPLOYMENT AGREEMENT.

LONERGAN/NICHOLS ... approve and authorize the City Administrator to execute an employment agreement with D. "Ben" Gillespie, Finance Director, effective October 1, 2006. The motion passed unanimously.

2124 CITY ATTORNEY EMPLOYMENT AGREEMENT ADDENDUM.

NICHOLS/MCCALLUM... approve and authorize the Mayor to execute the attached Addendum "E" to the City Attorney's employment agreement.

City Attorney Shields declared an actual conflict of interest.

The motion passed unanimously.

2168 PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS.

A) Planning Commission approval of Partition 06-03 and Variance 06-06 located at 917 N. Cascade Drive: Final order approves the partitioning of a .58 parcel into 3 single family residential lots and variance to orient the front property line of Parcel No. 1 toward the shared access easement instead of N. Cascade Drive.

B) Planning Commission approval of Partition 06-02, Variance 06-05, and Variance 06-09 located at 1645 W. Hayes Street: Final order approves partition of a 1-acre lot into two parcels in the RS zone, a variance to allow the front lot line of Parcel 1 to face the access easement, and variance to the street improvement requirement for West Hayes Street.

C) Planning Commission approval of Design Review 05-14 located east of Highway 99E and north of Aztec Drive (Property owner: Industrial Welding Supply): Final order approves construction of a 5,677 sq. ft. commercial building.

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D) Community Development Director approval of Design Review 06-11 located at 1475 Mt. Hood Avenue (Property owner: Webstar V, LLC): The site is currently being redeveloped as a medical center and approval was given to construct a pole sign 18 feet tall and 65 square feet in area.

E) Community Development Director approval of Design Review 06-07 located at 1785 N. Front Street (Woodburn High School): Approval given for an 84-space parking lot located on the east side of the High School's phase 2 and 3 building expansion project.

No action was taken by the Council to bring these land use actions up for review.

2276 CITY ADMINISTRATOR'S REPORT.

1) City Administrator Brown reported that the homes currently being built on Meridian Drive are 3 model homes and there have been conditions placed on those homes in that no occupancy permits will be issued until such time as all of the public works improvements have been completed and accepted by the City. Once the public works improvements have been accepted, the street will be opened for vehicular traffic.

2) In regards to the Oregon Way truck traffic, staff has contacted ODOT to see if they would approve the placement of a sign at the intersection but ODOT's representative has not provided the City with a final decision as of this date. The City does have a sign on Oregon Way which is located approximately 25 feet south of the intersection, however, by the time the truck driver would see the sign it is too late to back up. Staff did take some traffic counts between September 1-5 and found that 98.5% of the traffic is basically cars or motorcycles and most of the trucks on the street are local delivery trucks, buses, and utility trucks. They did not see any trucks with 18-axles during that period of time. He stated that it was difficult to say at this point if there would be a time of day or day of the week where traffic enforcement would be an effective use of the police officer's time. Staff will continue to look into this issue and will continue to work with ODOT which may include obtaining permission from ODOT to move the existing sign into the ODOT right-of-way at the Highway 214 and Oregon Way intersection.

3) City Attorney Shields thanked the Council for their willingness to allow him to participate on the IMLA conference work committee. There will be approximately 800 municipal lawyers coming to Portland for this conference beginning Saturday, September 16th. He also expressed his appreciation to the Mayor for her proclamation which has been a state-wide project involving cities of all sizes.

2806 MAYOR AND COUNCIL REPORTS.

Councilor Lonergan referred to the City's 2005 Water Quality Report which he recently received in the mail and he urged our citizens to take the time to read this excellent report.

Councilor McCallum questioned ODOT's anticipated completion date of the Highway 214 / Boones Ferry Road / Settlemier Avenue intersection improvement.

Public Works Manager Rohman stated that the latest information from ODOT is that they

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have a bid opening date projected for the latter part of November 2006. There has been some recent ODOT projects that had to be re-bid and re-scoped due to the high cost of asphalt. It is anticipated that most of the work will be done in the summer of 2007. Councilor McCallum also congratulated the Salem-Keizer Volcanoes Baseball team who recently won the Northwest Championship Baseball League.

Councilor Bjelland reported that the upcoming MWAC meeting will have two important items on the agenda one of which is MWAC's biennial presentation to the candidates for the legislature and public offices on the transportation issues facing MWAC's three-county region, and the second item of interest is the public hearing for the 2008-2011 STIP funding cycle and the Woodburn Interchange project is one of the items proposed to be funded in the State Transportation Funding plan. The MWAC meeting will be held on the first Thursday in October 2006 in the hearing room at the Marion County Courthouse Square. Councilor Bjelland stated that the increase in materials cost has increased transportation project costs by more than 15% over the last year due to higher oil and cement prices. Ultimately, these price increases are having a serious impact on future transportation projects which have been scoped and bid estimates prepared based on lower material costs.

Councilor Nichols expressed his appreciation to the Water Department staff for their quick response and handling of a water line break on Willow Street.

Mayor Figley stated that the KaBoom! playground equipment construction project was completed on August 24th and it was a very worthwhile and positive event. She expressed her appreciation to everyone who helped with this project.

3487 EXECUTIVE SESSION.

Mayor Figley entertained a motion to adjourn to executive session under the authority of ORS 192.660(1)(d).

NICHOLS/MCCALLUM... adjourn to executive session under the statutory authority cited by the Mayor. The motion passed unanimously.

The meeting adjourned to executive session at 7:55 p.m. and reconvened at 8:13 p.m..

3506 Mayor Figley stated that no decisions were made by the Council while in executive session.

3525 ADJOURNMENT.

LONERGAN/NICHOLS... meeting be adjourned. The motion passed unanimously.

The meeting adjourned at 8:14 p.m..

APPROVED _____

KATHRYN FIGLEY, MAYOR

ATTEST _____

Mary Tennant, Recorder
City of Woodburn, Oregon

**Executive Session
COUNCIL MEETING MINUTES
SEPTEMBER 11, 2006**

DATE. CONFERENCE ROOM, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 11, 2006.

CONVENED. The Council met in executive session at 7:58 p.m. with Mayor Figley presiding.

ROLL CALL.

Mayor	Figley	Present
Councilor	Bjelland	Present
Councilor	Cox	Present
Councilor	Lonergan	Present
Councilor	McCallum	Present
Councilor	Nichols	Present
Councilor	Sifuentez	Absent

Mayor Figley reminded the Councilors and staff that information discussed in executive session is not to be discussed with the public.

Staff Present: City Administrator Brown, City Attorney Shields, City Recorder Tennant

The executive session was called under the statutory authority of ORS 192.660 (1)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

ADJOURNMENT.

The executive session adjourned at 8:11 p.m..

APPROVED _____
KATHRYN FIGLEY, MAYOR

ATTEST _____
Mary Tennant, Recorder
City of Woodburn, Oregon

WOODBURN PLANNING COMMISSION MEETING MINUTES
September 14, 2006

CONVENED The Planning Commission met in a regular session at 7:00 p.m. in City Hall Council Chambers with Vice-Chairperson Bandelow presiding.

Commissioner Jennings led the salute to the flag.

Vice-Chairperson Bandelow questioned members of the Planning Commission having potential conflicts such as family, financial, or business relationship with any of the applicants or with regard to the project in question. If such a potential conflict exists, he asked whether the commission in question believes he or she is without actual bias or whether he or she would like to step down from the Planning Commission during the case.

Vice-Chairperson Bandelow announced: agenda is available at the back of the room. We will consider cases one at a time according to the order listed in the agenda. We will follow the hearing procedure outlined on the public hearing procedure board. All persons wishing to speak are requested to come to the podium and give their name and address. Any individuals speaking from other than the podium will not be recognized.

ROLL CALL

Chairperson	Lima	A
Vice Chairperson	Bandelow	P
Commissioner	GrosJacques	P
Commissioner	Vancil	A
Commissioner	Grigorieff	P
Commissioner	Hutchison	P
Commissioner	Jennings	P

Staff Present: Naomi Zwerdling – Senior Planner
 Jason Richling – Associate Planner
 Jon Stuart – Assistant City Attorney
 Marta Carrillo – Administrative Assistant

MINUTES

- A. Woodburn Planning Commission Meeting Minutes of August 24, 2006.**
Commissioner Jennings moved to accept the minutes as written with minor changes.
Commissioner GrosJacques seconded the motion, which unanimously carried.

BUSINESS FROM THE AUDIENCE

None.

COMMUNICATIONS

None.

PUBLIC HEARING

Vice-Chairperson Bandelow asked the Planning Commission if there are any exparte contacts, conflicts, challenges or declarations. None.

- A. Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01, and Variance 06-10, Request for design review, conditional use and phasing plan approval for a 3,264 square foot expansion of the Arthur Academy Charter School in two phases located at 575 Gatch Street and variance approval to the street improvements on Gatch Street, Mastery Learning Institute, applicant and Mid-Valley Community Church, property owner.

(Continued from the August 24, 2006 Planning Commission Meeting. Staff recommends approval of Design Review 06-08, Conditional Use 06-01, Phasing Plan 06-01, and Variance 06-10 subject to the conditions of approval listed in the staff report.)

Associate Planner Richling read the appropriate ORS and proceeded with the Staff Report.

STAFF REPORT

Slide #1

The subject property is located at 575 and 591 Gatch Street. Mid-Valley Church is located at the 591 Gatch St. address and 575 Gatch St. is the address for Woodburn Arthur Academy. It can be identified specifically on Marion County Assessor Maps as T5S, R1W, Section 18AA, Tax Lot #s 5600, 5700 and 5800. The local wetlands inventory for the City of Woodburn shows no wetlands on the subject properties. The 100-year and 500-year FEMA floodplains for Mill Creek intersect the western portion of the subject site.

The property is zoned single-family residential and designated Residential Less Than 12 Units Per Acre and Open Space and Parks on the Comprehensive Plan Map. The properties to the north, south, east and west are zoned RS and designated Residential Less Than 12 Units Per Acre and Open Space and Parks on the Comprehensive Plan Map. Tax lot #s 5600 and 5700 are currently developed as the Mid-Valley Community Church and abut Gatch St. The site incorporates a 7700 sq. ft. church, off street parking and landscaping features. Tax lot #5800 is a flag lot and is accessed by a 30-foot flat long easement from Gatch St. It is currently developed with the existing Mastery Learning Institute with a 3,694 square foot classroom structure, landscaping, a bus shelter and playground facilities. The Planning Commission approved the existing charter school in December 2004 with a prior Conditional Use, Design Review and Variance to connecting street improvements for Gatch Street. The parcel to the west is currently undeveloped and incorporates the Mill Creek drainage way.

Slide #2

The applicant proposes a two-phase expansion of the existing Mastery Learning Institute from a 50-student K-2 charter school to a 125-student K-5 facility. The applicant proposes to change the school from a two-classroom to a six-classroom institution. The existing structure is located in the southwest corner of the property. Phase I of the proposal places a structure to the west of the existing facility and Phase II places a structure to the north of the existing facility.

Phase I will be developed in the fall of 2006 and Phase II for use in 2008-09 school year. The applicant's request met all of the applicable standards of the WDO with the exception of meeting the connecting street improvement requirement for Gatch Street.

Slide #3

Slide shows the proposed structures. They are similar to the existing modular units at the Mastery Learning Institute. The building siding facing the parking lot will be changed to a siding that meets the WDO standards (horizontal lap siding). The applicant incorporates a peaked roof, weather protection at pedestrian entrances and ADA access ramps.

Slide #4

The coloration is also proposed to match the structure. The site has existing landscaping, which was approved by the Planning Commission in 2004. Landscaping will be added for buffering from the single-family residential site to the south. The home is located 140 feet from the location of the existing charter school. The proposed buildings are being located further away from the residences.

Phase II will have site landscaping between the structure and the off-street parking area.

Slide #5

Required off-street parking increased as a part of this land use proposal. The requirement is 65 spaces on-site; 53 spaces for the Mid-Valley Church and 12 additional spaces for the fully developed phased charter school. It will require re-striping and adding a small section of pavement on the northwest corner of the existing parking lot.

The Conditions of Approval require that Phase I provide site landscaping to the south or the Phase I structure, reworking the off-street parking area and constructing the trash enclosure prior to final occupancy. Phase II requires landscaping to the north prior to final occupancy. Site irrigation will be extended to both phases.

Slide #1

The applicant requested a variance for the connecting street improvement on Gatch Street, which is designated for a service collector in the Woodburn Transportation System Plan. The abutting portion of Gatch Street incorporates a 40 foot right of way, a 28 foot improve surface, 4 foot side walk and 2 foot planter strip abutting the eastern roadway margin. An alternating 5-foot curb line sidewalk and 4-foot sidewalk and 2-foot planter strip are located on the western side of the site.

Commissioner Jennings commented that there is parking allowed on the east side of Gatch Street.

Associate Planner Richling stated whether or not there is on-street parking on Gatch Street does not impact the code criterion.

Associate Planner Richling continued his presentation.

The existing improvements to Gatch Street do not meet the cross section requirements for a service collector, which in the TSP shows a 74 foot right of way with a 48 foot improved surface, 6 foot bike lanes, 4 ½ foot parkway strips and 6 foot sidewalks on both sides.

The staff report supports the applicant's variance request. Although Gatch Street is classified as a service collector, the primary use abutting Gatch Street is residential in the area of the subject site. The homes abutting Gatch Street are located close to the roadway and most do not comply with the front yard setback requirements. In some locations it would not meet the cross section for the right of way. The hardship was created by the development of the abutting properties prior to Gatch Street being designation as a service collector in the 1996 Woodburn Transportation System Plan. Improvements to bring Gatch Street into compliance with the right of way standards for the service collector would be detrimental to the neighboring properties. The applicant has provided anecdotal evidence with this proposal that they will be generating fewer daily trips than the weekly schedule to the existing Mid-Valley Community Church. The Public Works Manager has indicated that Transportation Impact Analysis, which would appropriate improvements, is not triggered in this proposal.

The applicant and property owner were required to enter into a non-remonstrance consent agreement with the City as a part of the 2004 approval to participate in future street improvements on Gatch Street and pay the fair share costs of the improvements as determined by City Council. Through the agreement the property owner therefore has provided an instrument to facilitate future improvements to Gatch Street to the area of the development.

Based on the information in this report, information provided by the applicant and the applicable review criteria, findings necessary to approve the proposal can be made. Staff recommends approval of CU 06-01, DR 06-08, PP 06-01 and VAR 06-10 subject to the Conditions of Approval listed in the staff report.

He concluded his presentation and was available for questions.

Vice-Chairperson Bandelow asked Associate Planner Richling about the required 65 parking spaces on this project, which included the 9 additional spaces and proceeding with the submitted project application by Mid-Valley Community Church for parking lot area.

Associate Planner Richling stated that this application is concurrent with the Mid-Valley Community Church application to add a parking lot to the north.

Vice-Chairperson Bandelow asked the Planning Commission if they had questions for staff.

Vice-Chairperson Bandelow invited the applicant to the podium for testimony.

John Liljegren, 5832 SW 52nd Avenue, Portland, 97221, Chief Operating Officer for Mastery Learning Institute, applicant. Mastery Learning Institute is the organization that operates Arthur Academy and four other charter schools. He stated that he was available for any questions or inquiries and introduced the accompanying members.

Members: Brian Hull, Arthur Academy School Manager; Corey Larson, Central Staff Human Resources Contact; and Marty Jones, Planner.

Marty Jones, 7322 SE 112th Avenue, Portland, 97266. He stated that he had nothing additional to the report. He made himself available for questions.

Commissioner Hutchison asked the applicant about the lease on the property and the decision to place modular versus stick-built buildings.

Jones stated that the decision on the modular vs. stick-built buildings was a budget issue. If Arthur Academy were to close, the modular buildings would be much easier to relocate elsewhere.

Liljegren stated that the lease term could be between 1-3 years with renewal options.

Vice-Chairperson Bandelow invited Proponents of the application. None.

Vice-Chairperson Bandelow invited Opponents of the application. None.

Vice-Chairperson Bandelow closed the hearing and opened for discussion amongst the Planning Commission members.

Commissioner Jennings stated that he saw Arthur Academy as an asset to the community and would approve the project.

Commissioner Hutchison commented that it is a good facility and the church is improving the community with the project.

Associate Planner Richling stated that they are not a part of the review for staff findings.

Commissioner Grigorieff stated that she had no objections and the project would be a plus to the community.

Commissioner GrosJacques stated that there was no objection to the project and it will be a plus to the community. He also stated that he owns property in the surrounding area and the project will help revitalize the whole neighborhood.

Vice-Chairperson Bandelow stated that she agreed with the majority.

Commissioner Jennings made a motion to approve Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01 and Variance 06-10 with staff's facts and findings to support the decision, seconded by Commissioner GrosJacques.

ROLL CALL

Chairperson	Lima	---
Vice Chairperson	Bandelow	yes
Commissioner	GrosJacques	yes
Commissioner	Vancil	---
Commissioner	Grigorieff	yes
Commissioner	Hutchison	yes
Commissioner	Jennings	yes

Associate Planner Richling commented that a Final Order for approval of Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01 and Variance 06-10 has been prepared.

Commissioner Jennings moved to accept the Final Order for approval of Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01 and Variance 06-10. Commissioner Hutchison seconded the motion, which passed unanimously.

ITEMS FOR ACTION

None.

DISCUSSION ITEMS

None.

REPORTS

Planning Tracking Sheet

Associate Planner Richling stated that there is one item scheduled for the September 28, 2006 Planning Commission meeting, which is the Ivan Nikiforoff property on 847 N. Cascade Dr.

BUSINESS FROM THE COMMISSION

Commissioner Hutchison asked about the review of blueprint size plans on projects. The current Prudential Building on Newberg Hwy abuts a residential area. He stated that the project is a great project and an asset to the community. On the blueprints it shows 8 commercial grade air conditioning/heating units on top of the building with no noise buffer for the properties behind it. The noise is generated by fan motors. In the 11x17 size blueprints, it is not possible to see where the air conditioning/heating units are being placed on the roof and perhaps the large size prints would have shown that detail.

Vice-Chairperson Bandelow inquired about a provision requiring to buffer noise or sight in the area.

Senior Planner Zwerdling stated that the WDO does not include a noise provision, but it does have a screening provision. The screening provision references the screening from streets, but not adjacent properties. The WDO does not include a noise provision. The building department has their requirements and there is a noise ordinance.

The other buffering criteria would be a wall, which is a critical item. If the air conditioning/heating unit is on the ground the wall would reduce the noise level. The screening would be for the street abutting the site, which in this case is Hwy 214.

Commissioner Hutchison asked that having projects with this type of use, could the larger size blueprints be facilitated.

Senior Planner Zwerdling stated that the Planning Commission receives reduced 11x17 size plans, but the larger full size prints are available in the office for review.

Vice-Chairperson Bandelow stated that while reviewing the Code should it be an issue that needs to be addressed for Commercial Development in regard to screening from the street and include screening for areas that have residential properties abutting the commercial property.

Commissioner Hutchison asked about the 10-foot setbacks for commercial property commencing at the foundation to the edge of the property line.

Senior Planner Zwerdling stated that the 10-foot setback is measured from the foundation to the property line, however on that project it had a cornice that projected 2-feet. The Woodburn Development Ordinances allows up to 3 foot projection of a cornice into the interior rear yard setback which was addressed in the staff report included in the Planning Commission packets.

Vice-Chairperson Bandelow commented that at times the noise buffering is not something that is closely looked at and should be taken into consideration.

Commissioner GrosJacques stated that he would not be available for the September 28, 2006 Planning Commission meeting.

Commissioner Jennings inquired about the Maps Credit Union project and its current status.

Senior Planner Zwerdling stated that the applicant has a building permit being reviewed. The Public Works Transportation Manager, Randy Rohman, is reviewing the Traffic Impact Fees and is available for inquiries.

ADJOURNMENT

Commissioner GrosJacques moved to adjourn the meeting. Commissioner Jennings seconded the motion, which unanimously carried. Meeting adjourned at 7:50 pm.

APPROVED _____
CLAUDIO LIMA, CHAIRPERSON Date

ATTEST _____
Jim Allen Date
Community Development Director
City of Woodburn, Oregon

**MINUTES
MONTHLY MEETING OF WOODBURN PUBLIC LIBRARY BOARD**

DATE September 13, 2006

ROLL CALL: Mary Chadwick – Present Willis Grafe - Present
Neal Hawes – Present Nancy Kirksey - Present
Phyllis McKean - Present Ardis Knauf - Present

STAFF PRESENT: John Brown, City Administrator
Anna Stavinoha, Library Manager
Vicki Musser, Recording Secretary

GUESTS: None.

CALL TO ORDER: President Mary Chadwick called the meeting to order at 7:00 pm.

SECRETARY'S REPORT: The minutes of June 14, 2006 were read aloud and approved. There were no Board meetings in July and August.

CORRESPONDENCE: None.

PUBLIC COMMENT: None.

DIRECTOR'S REPORT: Monthly Statistics: The Library statistics remain stable.

Activities: Library Activities are starting up again, after a busy summer with the Summer Reading Program. *Saturday at the Library* starts up on Saturday, September 16th, and a new Library program, *Baby Lapsit*, begin on September 21 at 10:30 am in the Multi-Purpose Room. *Infant Toddler Time* and *Spanish Storytime* will resume on Tuesday, September 19th. *Library Storytime* will commence on Wednesday, September 20th at 10:30 am in the Multi-Purpose Room. *Third Thursday Teens* meets in the Multi-Purpose Room at 6:30 on September 21st.

Staff: The Library's new Manager, Anna Stavinoha, began her duties on September 1st. There was a City

Reception held in her honor to welcome her to Woodburn on Tuesday, September 5th. Chris Andrews, formerly hired as a library Page, has been promoted to become a part-time Library Assistant. Felipe Marquez was hired as a Page, and began work on August 21st.

Volunteer of the Month: Kay Kuka is the Volunteer of the month for September. She began volunteering at the Library in June, 1997. She comes in on Wednesdays to pull, check and label library holds, and everyone on the library staff is impressed by her competence and positive attitude. Kay is a member of the Retired Senior Volunteer Program, and in addition to her other volunteer jobs, also works as a volunteer tax preparer for AARP. We are proud to name her our Volunteer of the Month.

Friends of the Library: Neal Hawes, Friends of the Library Treasurer, gave an update on Friends business. The 2006 season of Music in the Park was an outstanding success. Walmart donated \$1,000 to the Friends. \$500 of that money was for Music in the Park, and the other half was to help replace the current LCD projector. Renaissance Homes was a major sponsor again this year, donating \$2,500. WAASP (Woodburn Area Association of Senior Programs) donated \$2,000 as well, which was used to hire All Tech Sound. There were several new sponsors, such as United Disposal, Willamette Broadband, and Hallmark Properties. Music in the Park had an average audience of 550, with the Library Park able to seat 600.

The Friends met on Monday, September 11th, to discuss the upcoming Friends of the Library Book Sale. There is an over-abundance of hardbacks to be sold at the sale, due to intensive weeding of library materials by the staff, during the last six months. In addition, a video store donated several hundred videos to be sold at the Friends book sale. Both the hardbacks and the videos will be sold for a quarter apiece, in order to reduce the volume. The sale will be held on Friday, October 13, from 10-4 pm, and on Saturday, October 14th, from 10-5 pm. Books will be sold for \$1 a bag during the last hour on Saturday.

OLD BUSINESS:

None.

NEW BUSINESS:

Board Staffing: John Brown, City Administrator, will continue to chair the Library Board meetings until such time as a Community Services Director is hired. He extends his thanks to all of the library staff who have helped make the recent transition from Library Director to the new Library Manager look seamless.

Library Exclusion Policy: John Brown addressed concerns about library security. He spoke about the Library's ongoing security problems, often in the form of teenagers who are violating library rules with loud and potentially violent activities. The staff has been searching for a meaningful way to achieve behavioral change. Until now, the Library has had rules, but they were not official City laws, and therefore the police were not always able to follow through and support library staff in the manner that was necessary for lasting change. In an effort to enable the Police Department to cite the person causing problems and exclude them from the Library for a period of time, (in addition to whatever crime they were charged with), it was necessary to draft a series of City laws for the Library, called the Library Exclusion Policy. John pointed out that the Parks and Recreation Department already has such an ordinance, affording the opportunity to oust offending people from City parks, and the pool, if necessary. The City of Woodburn, as well as the Woodburn Library, is focused on preserving people's rights and freedoms, as well as protecting the safety of patrons coming to use the library. Therefore, a Library Exclusion Ordinance outline has been drafted. Copies of this outline were handed out to all Library Board members. Bob Shields, City of Woodburn Attorney, spoke to the Board about the Exclusion Ordinance, pointing out the need for consistent, enforceable rules. A copy of the ordinance is included at the end of these minutes. In general, the provisions of this ordinance match those of Parks and Recreation. A person violating the terms of the Library Exclusion Ordinance will be barred from the library for 30 days. A second violation will consist of 90 days, if the person has been excluded during the last 2 years, and a third merits 180 days if the person has been

excluded twice or more during the last 2 years. Actions resulting in an immediate exclusion include criminal conduct, sexual conduct, and drug/alcohol possession/sale/consumption. Other, lesser behaviors will warrant a warning before the person is excluded. Scott Russell, Woodburn Police Chief, spoke to the Library Board, offering police assistance to the Library if needed. The Police Department's job is to respond appropriately when Library staff calls, supporting the Library in being a safe place for patrons. Chief Russell explained that the Parks and Recreation Exclusion Ordinance has been in effect for 4-5 years, and has worked well to diminish mischievous and criminal behaviors. He outlined the procedure to follow if Library staff needs the support of the police force. First, library staff will need to call the police. Code Enforcement will respond, a section of the force that answers smaller calls, thus usually a quicker response time. If an actual crime has been committed, the police patrol will come initially, or in a supportive role, depending on the need. The police will have questions for the Library staff, such as: What offence was committed? Was a warning given? What was the response? Then the police officers will check for prior offenses. Depending on all these factors, and to some extent the discretion of Library staff and individual police officers, the misbehaving person may be arrested, during which time his/her picture will be taken, and parents notified if he is a minor. Computer records will be kept about the person, so if they cause problems in the future, data can be accessed immediately to determine their exclusion status. Criminal cases will be taken to the District Attorney's office.

The Library Exclusion Ordinance has not been finalized yet. Work has been done on it over the summer, getting it in shape to be utilized in conjunction with the beginning of school. John Brown will take the final version before the City Council on September 25th for their approval. He asked the Library Board for their approval, which was unanimously given.

Budget: John Brown will be adjusting the budget to reflect the \$80-90,000 cost savings accrued by eliminating the Library Director and Recreational Director's positions. He assured the Board that the money

saved is to be returned to those departments.

Security System: The Library will purchase a camera security system to place at various points inside the Library in the upcoming months. The proposed system could be monitored from any staff computer, and would videotape proceedings, which could then be used as evidence of willful damage or destruction, if necessary. Security gates will be fixed or replaced, so that Library materials will not continue to disappear from the Library.

Community Services Director: There is a nationwide advertisement for the new position of Community Services Director. John gave each member of the Library Board a copy of the recruitment booklet. It contains the goals and expectations inherent in the new position. The Community Services Director, in relation to the Library, will attend the budget and solicit grants, as well as oversee the eventual library remodeling project. There have many applications for this position from around the United States, and even abroad. The final date for applications is September 29th.

BUSINESS TO/FROM THE None.
CITY COUNCIL AND/OR
MAYOR:

ADJOURNMENT: The meeting was adjourned at 8:05 pm.

Respectfully submitted,

Vicki Musser

CITY OF WOODBURN

CHECK REGISTER

WOODBURN LIVE
DATE 9/20/06
TIME 8:25:50

CHECK #	CHECK DATE	PAYEE NAME	STATUS	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
BANK ACCOUNT: AP A/P							
85096	8/31/2006	Accounts Payable	RECONCILED	YES	862.20	862.20	.00
85097	8/31/2006	VALLEY MAILING SERVICE IN	RECONCILED	YES	360.08	360.08	.00
85098	8/31/2006	KEVIN W EDWARDS	RECONCILED	YES	225.00	225.00	.00
85099	8/04/2006	ABLE CRANE INC	RECONCILED	YES	734.55	734.55	.00
85100	8/04/2006	ADVANCED LASER IMAGING IN	RECONCILED	YES	772.20	772.20	.00
85101	8/04/2006	ALLIED WASTE SERVICES	RECONCILED	YES	195.00	195.00	.00
85102	8/04/2006	ANNE ROSALES	RECONCILED	YES	1,104.29	1,104.29	.00
85103	8/04/2006	ARAWAK UNIFORM SERVICE I	RECONCILED	YES	125.18	125.18	.00
85104	8/04/2006	BI-MART CORPORATION & EQUI	RECONCILED	YES	183.44	183.44	.00
85105	8/04/2006	BLUMENTHAL UNIFORM & EQUI	RECONCILED	YES	1,645.00	1,645.00	.00
85106	8/04/2006	BOLDT, CARLISLE & SMITH L	RECONCILED	YES	583.00	583.00	.00
85107	8/04/2006	BRIGHT IDEAS USA LLC	RECONCILED	YES	50.40	50.40	.00
85108	8/04/2006	BUNKER BAR & GRILL	RECONCILED	YES	19.95	19.95	.00
85109	8/04/2006	CANBY TELEPHONE ASSOC	RECONCILED	YES	4,988.20	4,988.20	.00
85110	8/04/2006	CASCADE COLUMBIA DIST CO	RECONCILED	YES	2,109.91	2,109.91	.00
85111	8/04/2006	CDW GOVERNMENT INC	RECONCILED	YES	7,998.00	7,998.00	.00
85112	8/04/2006	CH2M-HILL INC	RECONCILED	YES	328.00	328.00	.00
85113	8/04/2006	CINDY BRENDEN	RECONCILED	YES	50.00	50.00	.00
85114	8/04/2006	CIS: CITY-CTY INS SERV	RECONCILED	YES	300,416.28	300,416.28	.00
85115	8/04/2006	COASTAL FARM HOME SUPPLY	RECONCILED	YES	631.99	631.99	.00
85116	8/04/2006	COMPLETE WIRELESS SOLUTIONS	RECONCILED	YES	80.00	80.00	.00
85117	8/04/2006	COOKE STATIONERY COMPANY	RECONCILED	YES	45.20	45.20	.00
85118	8/04/2006	DANNER SHOE MFG CO	RECONCILED	YES	103.95	103.95	.00
85119	8/04/2006	DAVISON AUTO PARTS	RECONCILED	YES	33.49	33.49	.00
85120	8/04/2006	DEBBIE HANSEN	RECONCILED	YES	70.00	70.00	.00
85121	8/04/2006	DELL MARKETING LP	RECONCILED	YES	12,982.99	12,982.99	.00
85122	8/04/2006	DEMCO INC	RECONCILED	YES	61.92	61.92	.00
85123	8/04/2006	DEX MEDIA EAST	RECONCILED	YES	74.78	74.78	.00
85124	8/04/2006	EMERALD EMPIRE BASSETT HO	RECONCILED	YES	50.00	50.00	.00
85125	8/04/2006	ENTRANCE CONTROLS INC	RECONCILED	YES	5,950.00	5,950.00	.00
85126	8/04/2006	ERNST HARDWARE	RECONCILED	YES	367.26	367.26	.00
85127	8/04/2006	FARMWORKERS HOUSING DEVEL	RECONCILED	YES	1,228.50	1,228.50	.00
85128	8/04/2006	FEDERAL EXPRESS CORP	RECONCILED	YES	91.96	91.96	.00
85129	8/04/2006	FERGUSON ENTERPRISES INC	RECONCILED	YES	151.01	151.01	.00
85130	8/04/2006	FIRST STUDENT INC	RECONCILED	YES	440.00	440.00	.00
85131	8/04/2006	FOOD SERVICES OF AMERICA	RECONCILED	YES	252.95	252.95	.00
85132	8/04/2006	G.W. HARDWARE CENTER	RECONCILED	YES	383.70	383.70	.00
85133	8/04/2006	GALE GROUP	RECONCILED	YES	68.86	68.86	.00
85134	8/04/2006	GAYLORD BROS INC	RECONCILED	YES	285.25	285.25	.00
85135	8/04/2006	GENERAL ELECTRIC CAPITAL	RECONCILED	YES	235.85	235.85	.00
85136	8/04/2006	GOVERNMENT LEASING CO COR	RECONCILED	YES	1,895.95	1,895.95	.00
85137	8/04/2006	GRAINGER INC	RECONCILED	YES	154.38	154.38	.00
85138	8/04/2006	H.D. FOWLER CO INC	RECONCILED	YES	1,186.20	1,186.20	.00
85139	8/04/2006	HACH CHEMICAL CO	RECONCILED	YES	550.08	550.08	.00
85140	8/04/2006	HR ANSWERS INC	RECONCILED	YES	155.50	155.50	.00
85141	8/04/2006	IASIU OREGON CHAPTER	RECONCILED	YES	612.50	612.50	.00
85142	8/04/2006	INDUSTRIAL WELDING SUPPLY	RECONCILED	YES	20.00	20.00	.00
85143	8/04/2006	ISOLUTIONS CONSULTING INC	RECONCILED	YES	109.83	109.83	.00
85144	8/04/2006	ITT FLYGT CORPORATION	RECONCILED	YES	720.00	720.00	.00
85145	8/04/2006	JACK RAWLINGS	RECONCILED	YES	11,124.20	11,124.20	.00
85146	8/04/2006	JACKSON HIRSH INC	RECONCILED	YES	278.73	278.73	.00
85147	8/04/2006				86.84	86.84	.00

WOODBURN LIVE
DATE 9/20/06
TIME 8:25:50

CHECK REGISTER

CHECK #	CHECK DATE	PAYEE NAME	STATUS	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
85151	8/04/2006	LAKESHORE LEARNING MATER	RECONCILED	YES	170.43	170.43	.00
85152	8/04/2006	LAWRENCE PARADIS	RECONCILED	YES	105.00	105.00	.00
85153	8/04/2006	LEAGUE OF OREGON CITIES	RECONCILED	YES	150.00	150.00	.00
85154	8/04/2006	LENON IMPEMENT CO	RECONCILED	YES	142.18	142.18	.00
85155	8/04/2006	LES SCHWAB TIRE CENTER	RECONCILED	YES	90.37	90.37	.00
85156	8/04/2006	LONG BROS BUILDING SUPPLY	RECONCILED	YES	1,474.69	1,474.69	.00
85157	8/04/2006	M & M AUTO WRECKING INC	RECONCILED	YES	212.50	212.50	.00
85158	8/04/2006	MARION COUNTY CLERK	RECONCILED	YES	32.00	32.00	.00
85159	8/04/2006	MONTAG HEATING & AIR COND	RECONCILED	YES	4,479.00	4,479.00	.00
85160	8/04/2006	NET ASSETS CORPORATION	RECONCILED	YES	1,170.00	1,170.00	.00
85161	8/04/2006	NEWSBANKS INC	RECONCILED	YES	970.00	970.00	.00
85162	8/04/2006	NEWSOUND	RECONCILED	YES	26.92	26.92	.00
85163	8/04/2006	NORTH COAST ELECTRIC CO	RECONCILED	YES	522.69	522.69	.00
85164	8/04/2006	NORTHSTAR CHEMICAL INC	RECONCILED	YES	1,553.05	1,553.05	.00
85165	8/04/2006	NORTHWEST NATURAL GAS	RECONCILED	YES	5,024.60	5,024.60	.00
85166	8/04/2006	OAKMEADOWS	RECONCILED	YES	1,431.49	1,431.49	.00
85167	8/04/2006	OR DEPT OF MOTOR VEHICLE	RECONCILED	YES	61.50	61.50	.00
85168	8/04/2006	PACIFIC HABITAT SERVICES	RECONCILED	YES	369.25	369.25	.00
85169	8/04/2006	PAUL'S POWER EQUIPMENT &	RECONCILED	YES	29.24	29.24	.00
85170	8/04/2006	PORTLAND GENERAL ELECTRIC	RECONCILED	YES	32,524.10	32,524.10	.00
85171	8/04/2006	QWEST	RECONCILED	YES	1,068.51	1,068.51	.00
85172	8/04/2006	QWEST	RECONCILED	YES	35.00	35.00	.00
85173	8/04/2006	RICOH CORPORATION	RECONCILED	YES	42.00	42.00	.00
85174	8/04/2006	ROGER'S BICYCLE CENTER	RECONCILED	YES	474.50	474.50	.00
85175	8/04/2006	SCHOLASTIC LIBRARY PUBLIS	RECONCILED	YES	166.50	166.50	.00
85176	8/04/2006	SE-ME PROFESSIONAL PHOTO	RECONCILED	YES	110.00	110.00	.00
85177	8/04/2006	SONITROL	RECONCILED	YES	172.78	172.78	.00
85178	8/04/2006	SPRINT	RECONCILED	YES	50.00	50.00	.00
85179	8/04/2006	SUNGRO HORTICULTURE	RECONCILED	YES	67.50	67.50	.00
85180	8/04/2006	TESTAMERICA ANALYTICAL TE	RECONCILED	YES	438.00	438.00	.00
85181	8/04/2006	UNEQUALLED JANITORIAL SVC	RECONCILED	YES	57.00	57.00	.00
85182	8/04/2006	UNIVERSITY OF OREGON	RECONCILED	YES	52.71	52.71	.00
85183	8/04/2006	VERIZON WIRELESS	RECONCILED	YES	177.46	177.46	.00
85184	8/04/2006	VISIONS	RECONCILED	YES	200.00	200.00	.00
85185	8/04/2006	VP CONSULTING INC	RECONCILED	YES	720.17	720.17	.00
85186	8/04/2006	WATER GEAR INC	RECONCILED	YES	739.85	739.85	.00
85187	8/04/2006	WEISS RATINGS INC	RECONCILED	YES	1,728.65	1,728.65	.00
85188	8/04/2006	WESCO DISTRIBUTION INC	RECONCILED	YES	847.75	847.75	.00
85189	8/04/2006	WEST GROUP PAYMENT CTR	RECONCILED	YES	317.23	317.23	.00
85190	8/04/2006	WILLAMETTE BROADBAND	RECONCILED	YES	59.85	59.85	.00
85191	8/04/2006	WILLAMETTE VALLEY SECURIT	RECONCILED	YES	2,294.75	2,294.75	.00
85192	8/04/2006	WILLIS OF OREGON INC	RECONCILED	YES	492.00	492.00	.00
85193	8/04/2006	WOODBURN FAMILY MEDICINE	RECONCILED	YES	50.00	50.00	.00
85194	8/04/2006	WOODBURN FOURSQUARE CHURC	RECONCILED	YES	185.00	185.00	.00
85195	8/04/2006	WOODBURN INDEPENDENT	RECONCILED	YES	637.03	637.03	.00
85196	8/04/2006	XEROX CORPORATION	RECONCILED	YES	796.75	796.75	.00
85197	8/04/2006	YES GRAPHICS	RECONCILED	YES	3,512.00	3,512.00	.00
85198	8/04/2006	3M WAR6844	RECONCILED	YES	380.11	380.11	.00
85199	8/31/2006	CONNIE D ZOLLNER	RECONCILED	YES	173.90	173.90	.00
85200	8/31/2006	PETTY CASH	RECONCILED	YES	135.68	135.68	.00
85201	8/31/2006	JAVIER M PERFECTO	RECONCILED	YES	1,500.00	1,500.00	.00
85202	8/31/2006	ROBERT RODRIGUEZ	RECONCILED	YES	400.00	400.00	.00
85203	8/31/2006	L. CRAIG HALUPOWSKI	RECONCILED	YES			

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85204	8/31/2006	EBS	RECONCILED	YES	302.05	302.05	.00
85205	8/31/2006	STEVEN SLOAN	RECONCILED	YES	1,200.00	1,200.00	.00
85206	8/31/2006	VALLEY MAILING SERVICE IN	RECONCILED	YES	797.85	797.85	.00
85207	8/11/2006	ADVANCED LASER IMAGING IN	RECONCILED	YES	359.45	359.45	.00
85208	8/11/2006	ADVANTAGE PRECAST INC	RECONCILED	YES	600.00	600.00	.00
85209	8/11/2006	AG WEST SUPPLY	RECONCILED	YES	22.45	22.45	.00
85210	8/11/2006	ALLIED WASTE SERVICES	RECONCILED	YES	2,476.92	2,476.92	.00
85211	8/11/2006	ALPHA PROVEN ECOLOGICAL	RECONCILED	YES	79.00	79.00	.00
85212	8/11/2006	ARAMARK UNIFORM NATIONAL	RECONCILED	YES	274.85	274.85	.00
85213	8/11/2006	ARAMARK UNIFORM SERVICE I	RECONCILED	YES	54.81	54.81	.00
85214	8/11/2006	ARCH WIRELESS	RECONCILED	YES	107.59	107.59	.00
85215	8/11/2006	AT & T	RECONCILED	YES	107.76	107.76	.00
85216	8/11/2006	AUTO ADDITIONS INC	RECONCILED	YES	502.16	502.16	.00
85217	8/11/2006	BEN KO-MATIC INC	RECONCILED	YES	42.20	42.20	.00
85218	8/11/2006	BIO-MED TESTING SERVICE	RECONCILED	YES	13,893.42	13,893.42	.00
85219	8/11/2006	BLUE LINE TRANSPORTATION	RECONCILED	YES	240.65	240.65	.00
85220	8/11/2006	BLUMENTHAL UNIFORM & EQUI	RECONCILED	YES	264.40	264.40	.00
85221	8/11/2006	C.J. HANSEN CO INC	RECONCILED	YES	13,935.23	13,935.23	.00
85222	8/11/2006	CIS: CITY CITY INS SERV	RECONCILED	YES	305.62	305.62	.00
85223	8/11/2006	COASTWIDE LABORATORIES	RECONCILED	YES	209.70	209.70	.00
85224	8/11/2006	CONCOPHILIPS COMPANY	RECONCILED	YES	4,446.55	4,446.55	.00
85225	8/11/2006	CONSOLIDATED SUPPLY CO	RECONCILED	YES	1,117.62	1,117.62	.00
85226	8/11/2006	CORPORATE EXPRESS	RECONCILED	YES	49.00	49.00	.00
85227	8/11/2006	CTL CORPORATION	RECONCILED	YES	300.00	300.00	.00
85228	8/11/2006	DAVID M COREY PHD PC	RECONCILED	YES	1,624.00	1,624.00	.00
85229	8/11/2006	DE HAAS & ASSOCIATES INC	RECONCILED	YES	4,999.00	4,999.00	.00
85230	8/11/2006	DELL MARKETING L.P.	RECONCILED	YES	440.00	440.00	.00
85231	8/11/2006	DP NORTHWEST INC	RECONCILED	YES	250.63	250.63	.00
85232	8/11/2006	ENGELMAN ELECTRIC INC	RECONCILED	YES	193.30	193.30	.00
85233	8/11/2006	ERNIE GRAHAM OIL INC	RECONCILED	YES	350.00	350.00	.00
85234	8/11/2006	EVENT SOLUTIONS INC	RECONCILED	YES	868.35	868.35	.00
85235	8/11/2006	FISHER'S SUPPLY INC	RECONCILED	YES	65.00	65.00	.00
85236	8/11/2006	FRANK M MASON	RECONCILED	YES	650.00	650.00	.00
85237	8/11/2006	G.K. MACHINE INC	RECONCILED	YES	2,050.20	2,050.20	.00
85238	8/11/2006	GRAINGER INC	RECONCILED	YES	158.21	158.21	.00
85239	8/11/2006	HILL DONNELLY DIRECTORIES	RECONCILED	YES	246.00	246.00	.00
85240	8/11/2006	INDUSTRIAL SUPPLY CO	RECONCILED	YES	335.86	335.86	.00
85241	8/11/2006	INTERSTATE AUTO PARTS WHS	RECONCILED	YES	891.29	891.29	.00
85242	8/11/2006	JET HEATING INC	RECONCILED	YES	840.00	840.00	.00
85243	8/11/2006	KENTEC HEATING CONTR INC	RECONCILED	YES	102,378.85	102,378.85	.00
85244	8/11/2006	KERR CONTRACTORS INC	RECONCILED	YES	10,378.31	10,378.31	.00
85245	8/11/2006	KJM PROGRAM & CONSTRUCTIO	RECONCILED	YES	112.50	112.50	.00
85246	8/11/2006	LAWRENCE PARADIS	RECONCILED	YES	950.35	950.35	.00
85247	8/11/2006	LES SCHWAB TIRE CENTER	RECONCILED	YES	1,395.00	1,395.00	.00
85248	8/11/2006	M & M AUTO WRECKING INC	RECONCILED	YES	64.00	64.00	.00
85249	8/11/2006	MARION COUNTY BLDG INSPEC	RECONCILED	YES	1,579.76	1,579.76	.00
85250	8/11/2006	MARION COUNTY TREASURY DE	RECONCILED	YES	21.57	21.57	.00
85251	8/11/2006	MATTHEW BENDER LEXISNEXIS	RECONCILED	YES	345.45	345.45	.00
85252	8/11/2006	MC GUIRE BEARING CO	RECONCILED	YES	41.24	41.24	.00
85253	8/11/2006	MESHER SUPPLY	RECONCILED	YES	66.52	66.52	.00
85254	8/11/2006	METRO PROPERTY MANAGEMENT	RECONCILED	YES	1,099.46	1,099.46	.00
85255	8/11/2006	METROFUELING INC	RECONCILED	YES	5,478.47	5,478.47	.00
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85257	8/11/2006	NORCOM	RECONCILED	YES	25,047.67	25,047.67	.00
85258	8/11/2006	NORTH COAST ELECTRIC CO	RECONCILED	YES	178.03	178.03	.00
85259	8/11/2006	NORTHWEST NATURAL GAS	RECONCILED	YES	15.60	15.60	.00
85260	8/11/2006	OACP	RECONCILED	YES	331.50	331.50	.00
85261	8/11/2006	OAKSTONE PUBLISHING LLC	RECONCILED	YES	130.65	130.65	.00
85262	8/11/2006	OMSI	RECONCILED	YES	214.00	214.00	.00
85263	8/11/2006	OR BOLI	RECONCILED	YES	170.00	170.00	.00
85264	8/11/2006	OR DEPT OF ADMINISTRATIVE	RECONCILED	YES	742.04	742.04	.00
85265	8/11/2006	OR DEPT OF MOTOR VEHICLE	RECONCILED	YES	23.00	23.00	.00
85266	8/11/2006	OREGON PLASTIC TUBING	RECONCILED	YES	247.50	247.50	.00
85267	8/11/2006	PAUL'S POWER EQUIPMENT &	RECONCILED	YES	153.82	153.82	.00
85268	8/11/2006	PORTLAND COMPRESSOR	RECONCILED	YES	2,249.00	2,249.00	.00
85269	8/11/2006	PORTLAND GENERAL ELECTRIC	RECONCILED	YES	41,900.56	41,900.56	.00
85270	8/11/2006	PROGRASS	RECONCILED	YES	912.00	912.00	.00
85271	8/11/2006	PUBLIC WORKS SUPPLY INC	RECONCILED	YES	653.00	653.00	.00
85272	8/11/2006	QUARTERMASTER	RECONCILED	YES	701.17	701.17	.00
85273	8/11/2006	QWEST	RECONCILED	YES	1,873.16	1,873.16	.00
85274	8/11/2006	R.B. & G. CONSTRUCTION, LL	RECONCILED	YES	250,061.40	250,061.40	.00
85275	8/11/2006	RECORDED BOOKS INC	RECONCILED	YES	241.50	241.50	.00
85276	8/11/2006	S&S WORLDWIDE INC	RECONCILED	YES	186.24	186.24	.00
85277	8/11/2006	SALEM BLACKTOP & ASPHALT	RECONCILED	YES	4,212.61	4,212.61	.00
85278	8/11/2006	SCHETKY NORTHWEST SALES	RECONCILED	YES	34,362.00	34,362.00	.00
85279	8/11/2006	SIERRA SPRINGS	RECONCILED	YES	137.66	137.66	.00
85280	8/11/2006	SOLO PRINTING-EMBROIDERY	RECONCILED	YES	90.00	90.00	.00
85281	8/11/2006	UNITED STATES POSTAL SERV	RECONCILED	YES	1,000.00	1,000.00	.00
85282	8/11/2006	VISION OIL INC #36	RECONCILED	YES	86.67	86.67	.00
85283	8/11/2006	WBN COMMUNITY ACCESS TV I	RECONCILED	YES	1,350.00	1,350.00	.00
85284	8/11/2006	WEST COAST PAPER	RECONCILED	YES	227.80	227.80	.00
85285	8/11/2006	WILBUR ELLIS COMPANY	RECONCILED	YES	420.00	420.00	.00
85286	8/11/2006	WOODBURN AUTOMOTIVE REPAI	RECONCILED	YES	322.20	322.20	.00
85287	8/11/2006	WOODBURN FAMILY MEDICINE	RECONCILED	YES	185.00	185.00	.00
85288	8/11/2006	XEROX CORPORATION	RECONCILED	YES	67.09	67.09	.00
85289	8/11/2006	YES GRAPHICS	RECONCILED	YES	439.75	439.75	.00
85291	8/31/2006	VALLEY MAILING SERVICE IN	RECONCILED	YES	664.65	664.65	.00
85292	8/31/2006	TYLER D HANSEN	RECONCILED	YES	400.00	400.00	.00
85293	8/18/2006	A.C.F. INC	RECONCILED	YES	2,440.00	2,440.00	.00
85294	8/18/2006	ADVANCED RV PAINTING & RE	RECONCILED	YES	87.00	87.00	.00
85295	8/18/2006	ALEX & BARBARA MARTUSHEV	RECONCILED	YES	46.68	46.68	.00
85296	8/18/2006	ARAMARK UNIFORM SERVICE I	RECONCILED	YES	65.52	65.52	.00
85297	8/18/2006	ARCH WIRELESS	RECONCILED	YES	8.00	8.00	.00
85299	8/18/2006	BLUMENTHAL UNIFORM & EQUI	RECONCILED	YES	383.70	383.70	.00
85300	8/18/2006	BRINKS HOME SECURITY	RECONCILED	YES	31.99	31.99	.00
85301	8/18/2006	CARSON COREY JONES	RECONCILED	YES	44.50	44.50	.00
85303	8/18/2006	CDW GOVERNMENT INC	RECONCILED	YES	5,237.75	5,237.75	.00
85304	8/18/2006	COLE INDUSTRIAL	RECONCILED	YES	83.94	83.94	.00
85305	8/18/2006	COLUMBIA INSPECTION INC	RECONCILED	YES	447.00	447.00	.00
85306	8/18/2006	COMPLETE WIRELESS SOLUTIONS	RECONCILED	YES	56.25	56.25	.00
85307	8/18/2006	DENNIS MAULDING/DAVIS CRE	RECONCILED	YES	2,250.00	2,250.00	.00
85308	8/18/2006	DEPT OF ENVIRONMENTAL QUA	RECONCILED	YES	954,580.00	954,580.00	.00
85309	8/18/2006	DIVERSE MEDIA INC	RECONCILED	YES	107.30	107.30	.00
85310	8/18/2006	EAGLE CREST RESORT	RECONCILED	YES	308.49	308.49	.00
85311	8/18/2006	EASTSTREET ONLINE SERVICE	RECONCILED	YES	180.09	180.09	.00
85312	8/18/2006	EBSCO SUBSCRIPTION SERV	RECONCILED	YES	238.95	238.95	.00

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85313	8/18/2006	EUGENE LABUNSKY	RECONCILED	YES	19.77	19.77	.00
85316	8/18/2006	FISHER'S SUPPLY INC	RECONCILED	YES	249.87	249.87	.00
85317	8/18/2006	FOOD SERVICES OF AMERICA	RECONCILED	YES	274.30	274.30	.00
85318	8/18/2006	GALE FULLER	RECONCILED	YES	5.00	5.00	.00
85319	8/18/2006	GALE GROUP	RECONCILED	YES	68.11	68.11	.00
85320	8/18/2006	GRAINGER INC	RECONCILED	YES	339.57	339.57	.00
85321	8/18/2006	GRAVES CONTRACTING INC	RECONCILED	YES	4,932.50	4,932.50	.00
85322	8/18/2006	GRAY SUPPLY CO	RECONCILED	YES	35.93	35.93	.00
85323	8/18/2006	HALTON COMPANY	RECONCILED	YES	3,904.50	3,904.50	.00
85324	8/18/2006	HEADSETS.COM	RECONCILED	YES	697.85	697.85	.00
85325	8/18/2006	IDEXX LABORATORIES	RECONCILED	YES	818.11	818.11	.00
85326	8/18/2006	IKON OFFICE SOLUTIONS	RECONCILED	YES	882.45	882.45	.00
85327	8/18/2006	INGRAM DIST. GROUP	RECONCILED	YES	3,868.81	3,868.81	.00
85328	8/18/2006	INN AT SEASIDE	RECONCILED	YES	291.03	291.03	.00
85329	8/18/2006	ITT FLYGT CORPORATION	RECONCILED	YES	616.00	616.00	.00
85331	8/18/2006	JEFFERSON PILOT FINANCIAL	RECONCILED	YES	92.71	92.71	.00
85332	8/18/2006	JOHNS HOPKINS MEDICINE	RECONCILED	YES	179.95	179.95	.00
85333	8/18/2006	JONATHAN FAY	RECONCILED	YES	60.02	60.02	.00
85334	8/18/2006	KEY CREATIONS	RECONCILED	YES	858.00	858.00	.00
85335	8/18/2006	LANGUAGE LINE SERVICES	RECONCILED	YES	233.23	233.23	.00
85336	8/18/2006	LEDS WORKSHOP	RECONCILED	YES	170.00	170.00	.00
85337	8/18/2006	LEGACY WIRELESS SERVICES	RECONCILED	YES	33,153.00	33,153.00	.00
85339	8/18/2006	M & M AUTO WRECKING INC	RECONCILED	YES	89.00	89.00	.00
85340	8/18/2006	MATTHEW BENDER LEXISNEXIS	RECONCILED	YES	98.20	98.20	.00
85341	8/18/2006	MAYES TESTING ENGINEERS I	RECONCILED	YES	743.50	743.50	.00
85342	8/18/2006	MOLALLA COMMUNICATIONS	RECONCILED	YES	149.70	149.70	.00
85343	8/18/2006	MOLALLA READY MIX	RECONCILED	YES	410.00	410.00	.00
85344	8/18/2006	MSI GROUP INC	RECONCILED	YES	400.00	400.00	.00
85345	8/18/2006	MULTOP'S COMPUTER CONS IN	RECONCILED	YES	25.00	25.00	.00
85346	8/18/2006	NEOPOST	RECONCILED	YES	83.40	83.40	.00
85347	8/18/2006	NEW WORLD SYSTEMS	RECONCILED	YES	30,134.00	30,134.00	.00
85348	8/18/2006	NEXTEL COMMUNICATIONS	RECONCILED	YES	1,289.97	1,289.97	.00
85349	8/18/2006	NORTHSHORE ELECTRIC	RECONCILED	YES	2,067.90	2,067.90	.00
85350	8/18/2006	NORTHWEST GEOTECH INC	RECONCILED	YES	9,376.10	9,376.10	.00
85351	8/18/2006	OAKMEADOWS	RECONCILED	YES	443.99	443.99	.00
85352	8/18/2006	OAME	RECONCILED	YES	100.00	100.00	.00
85353	8/18/2006	OR MUNICIPAL FINANCE OFF	RECONCILED	YES	85.00	85.00	.00
85354	8/18/2006	OR PLANNING INSTITUTE	RECONCILED	YES	465.00	465.00	.00
85355	8/18/2006	OREGON STATE LIBRARY	RECONCILED	YES	935.00	935.00	.00
85357	8/18/2006	OREGON ZOO	RECONCILED	YES	301.60	301.60	.00
85359	8/18/2006	RANDALL G LANGBEHN INC	RECONCILED	YES	653.00	653.00	.00
85360	8/18/2006	ROBERT MOLZAHN	RECONCILED	YES	44.83	44.83	.00
85361	8/18/2006	SBM ENTERPRISES INC	RECONCILED	YES	1,511.00	1,511.00	.00
85362	8/18/2006	SHERRY TROBEC	RECONCILED	YES	42.58	42.58	.00
85363	8/18/2006	SIGNWORKS OF OREGON INC	RECONCILED	YES	20.00	20.00	.00
85364	8/18/2006	SILKE COMMUNICATIONS INC	RECONCILED	YES	62.16	62.16	.00
85365	8/18/2006	SPIRIDON RACE MANAGEMENT	RECONCILED	YES	567.00	567.00	.00
85366	8/18/2006	TACTICAL COMMAND INDUSTRI	RECONCILED	YES	179.00	179.00	.00
85367	8/18/2006	TESTAMERICA ANALYTICAL TE	RECONCILED	YES	135.00	135.00	.00
85368	8/18/2006	UNITED STATES POSTAL SERV	RECONCILED	YES	39.00	39.00	.00
85369	8/18/2006	USA BLUEBOOK	RECONCILED	YES	291.16	291.16	.00
85370	8/18/2006	USA SECURITY	RECONCILED	YES	74.85	74.85	.00
85371	8/18/2006	UTILITY VAULT	RECONCILED	YES	400.00	400.00	.00

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85372	8/18/2006	VAL DE VOGELE	RECONCILED	YES	25.00	25.00	.00
85373	8/18/2006	VERIZON WIRELESS	RECONCILED	YES	80.45	80.45	.00
85374	8/18/2006	WDBRN CHAMBER OF COMMERCE	RECONCILED	YES	7,500.00	7,500.00	.00
85375	8/18/2006	WESTERBERG DRILLING INC	RECONCILED	YES	112.50	112.50	.00
85376	8/18/2006	WOODBURN TOGETHER	RECONCILED	YES	225.00	225.00	.00
85377	8/18/2006	YES GRAPHICS	RECONCILED	YES	998.00	998.00	.00
85378	8/31/2006	CYNTHIA A MORRISON	RECONCILED	YES	1,726.03	1,726.03	.00
85379	8/31/2006	ROBERT RODRIGUEZ	RECONCILED	YES	1,358.53	1,358.53	.00
85380	8/31/2006	JUAN MATA	RECONCILED	YES	500.00	500.00	.00
85381	8/31/2006	CHRISTOPHER D JUDSON	RECONCILED	YES	756.86	756.86	.00
85382	8/31/2006	VALLEY MAILING SERVICE IN	RECONCILED	YES	474.75	474.75	.00
85383	8/24/2006	A & A DRILLING SERVICE IN	RECONCILED	YES	4,985.00	4,985.00	.00
85385	8/24/2006	AT & T	RECONCILED	YES	117.87	117.87	.00
85387	8/24/2006	CARCO INDUSTRIES INC	RECONCILED	YES	377.81	377.81	.00
85388	8/24/2006	COLUMBIA INSPECTION INC	RECONCILED	YES	2,027.50	2,027.50	.00
85389	8/24/2006	COOKE STATIONERY COMPANY	RECONCILED	YES	196.14	196.14	.00
85390	8/24/2006	DAILY JOURNAL OF COMMERCE	RECONCILED	YES	426.88	426.88	.00
85391	8/24/2006	DANNER SHOE MFG CO	RECONCILED	YES	103.95	103.95	.00
85392	8/24/2006	DEX MEDIA EAST	RECONCILED	YES	115.49	115.49	.00
85393	8/24/2006	DP NORTHWEST INC	RECONCILED	YES	280.00	280.00	.00
85394	8/24/2006	FISHER'S SUPPLY INC	RECONCILED	YES	163.00	163.00	.00
85395	8/24/2006	FRAHLER ELECTRIC	RECONCILED	YES	5,502.00	5,502.00	.00
85396	8/24/2006	FRED BRUBAKER PAINTING	RECONCILED	YES	2,000.00	2,000.00	.00
85397	8/24/2006	GEENGINEERS INC	RECONCILED	YES	649.15	649.15	.00
85398	8/24/2006	GRAINGER INC	RECONCILED	YES	273.72	273.72	.00
85399	8/24/2006	GROUP MACKENZIE ENGR INC	RECONCILED	YES	7,369.99	7,369.99	.00
85400	8/24/2006	H.D. FOWLER CO INC	RECONCILED	YES	35.00	35.00	.00
85401	8/24/2006	HEADSET INNOVATIONS	RECONCILED	YES	294.90	294.90	.00
85402	8/24/2006	HUBBARD CHEVROLET	RECONCILED	YES	298.81	298.81	.00
85404	8/24/2006	HUMAN KINETICS	RECONCILED	YES	657.09	657.09	.00
85405	8/24/2006	IKON OFFICE SOLUTIONS	RECONCILED	YES	161.83	161.83	.00
85406	8/24/2006	INTERSTATE AUTO PARTS WHS	RECONCILED	YES	42.45	42.45	.00
85407	8/24/2006	ISOLUTIONS CONSULTING INC	RECONCILED	YES	300.00	300.00	.00
85408	8/24/2006	ITT FLYGT CORPORATION	RECONCILED	YES	15,538.00	15,538.00	.00
85410	8/24/2006	LES SCHWAB TIRE CENTER	RECONCILED	YES	30.20	30.20	.00
85411	8/24/2006	LONG BROS BUILDING SUPPLY	RECONCILED	YES	478.95	478.95	.00
85413	8/24/2006	METROFUELING INC	RECONCILED	YES	5,054.06	5,054.06	.00
85414	8/24/2006	NORLIFT OF OREGON INC	RECONCILED	YES	258.00	258.00	.00
85415	8/24/2006	NORTHSIDE TRUCKS & EQUIPM	RECONCILED	YES	19,993.00	19,993.00	.00
85416	8/24/2006	ONE CALL CONCEPTS INC	RECONCILED	YES	110.25	110.25	.00
85417	8/24/2006	OR DEPT OF MOTOR VEHICLE	RECONCILED	YES	63.50	63.50	.00
85418	8/24/2006	OR DEPT OF TRANSPORTATION	RECONCILED	YES	24.88	24.88	.00
85421	8/24/2006	PORTLAND GENERAL ELECTRIC	RECONCILED	YES	1,602.29	1,602.29	.00
85422	8/24/2006	RINGEY'S RADAR	RECONCILED	YES	77.00	77.00	.00
85423	8/24/2006	SCHETKY NORTHWEST SALES	RECONCILED	YES	16.49	16.49	.00
85424	8/24/2006	SIERRA SPRINGS	RECONCILED	YES	137.28	137.28	.00
85425	8/24/2006	SILVA TECHNOLOGIES	RECONCILED	YES	1,340.96	1,340.96	.00
85426	8/24/2006	SPRINT (AIRLINK)	RECONCILED	YES	62.28	62.28	.00
85427	8/24/2006	TEK SYSTEMS INC	RECONCILED	YES	1,840.00	1,840.00	.00
85429	8/24/2006	U S CRANE & HOIST INC	RECONCILED	YES	120.00	120.00	.00
85430	8/24/2006	VERIZON WIRELESS	RECONCILED	YES	469.05	469.05	.00
85431	8/24/2006	VIKING INSTRUMENT LABORAT	RECONCILED	YES	500.00	500.00	.00
85433	8/24/2006	WESCO DISTRIBUTION INC	RECONCILED	YES	5,101.59	5,101.59	.00

WOODBURN LIVE
DATE 9/20/06
TIME 8:25:50

C I T Y O F W O O D B U R N

PAGE 7
AP0460
VEEOT

CHECK REGISTER

CHECK #	CHECK DATE	PAYEE NAME	STATUS	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
85436	8/24/2006	WOODBURN GARAGE DOOR INC	RECONCILED	YES	85.00	85.00	.00
85437	8/31/2006	SAUL E. ALVAREZ	RECONCILED	YES	813.63	813.63	.00
85438	8/31/2006	LYDIA T GUERRERO	RECONCILED	YES	775.48	775.48	.00
85440	8/31/2006	ANNA M ARREDONDO	RECONCILED	YES	848.67	848.67	.00
85441	8/31/2006	NATALIA CAM	RECONCILED	YES	802.88	802.88	.00
85442	8/31/2006	WOODBURN YOUTH BALL ASSN	RECONCILED	YES	467.50	467.50	.00
85445	8/31/2006	CUMMINS NW	RECONCILED	YES	790.39	790.39	.00
85447	8/31/2006	DARRIN LIMESAND	RECONCILED	YES	400.00	400.00	.00
BANK AP TOTAL:		325 CHECKS			2,149,348.17	2,149,348.17	.00

RECONCILED . . . : 325 CHECKS 2,149,348.17
NOT RECONCILED . . : CHECKS .00
VOIDED . . . : CHECKS .00
UPDATED . . . : 325 CHECKS 2,149,348.17
NOT UPDATED . . . : CHECKS .00

CITY OF WOODBURN**Community Development****MEMORANDUM**

270 Montgomery Street Woodburn, Oregon 97071

(503) 982-5250

Date: September 5, 2006

To: Jim Allen, Community Development Director

From: Building Division

Subject: Building Activity for August 2006

	2004		2005		2006	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
New Residence Value	8	\$1,375,900	3	\$363,099	4	\$844,890
Multi Family	0	\$0	2	\$230,587	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	5	\$64,600	1	\$11,731	6	\$95,878
Industrial	0	\$0	0	\$0	0	\$0
Commercial Value	9	\$254,976	6	\$293,102	11	\$1,325,830
Signs, Fences, Driveways	6	\$12,900	3	\$6,545	2	\$166,400
Manufactured Homes	0	\$0	0	\$0	1	\$60,000
TOTALS	28	\$1,708,376	15	\$905,064	24	\$2,492,998
Fiscal Year (July 1- June 30) to Date		\$5,563,386		\$10,181,708		\$3,511,162

WOODBURN PUBLIC LIBRARY

MONTHLY REPORT FOR AUGUST 2006

<u>I. CIRCULATION :</u>		<u>CURRENT</u>	
	Previous:	<u>PEOPLE COUNT</u>	Previous:
10,997	2005 10,122	19,420	2005 15,448
	2004 11,359		2004 15,913
	2003 13,906		2003 13,192

In-House Use: 2,517

II. INTERLIBRARY LOAN

Books Loaned: 2,033

CCRLS: 2,023

All in-state: 8

Out-of-state: 2

Books Borrowed: 1,592

CCRLS: 1,492

All in-state: 5

Out-of-state: 5

III. REFERENCE

	<u>Woodburn</u>	<u>Referrals</u>	<u>Other</u>	<u>Total</u>
2006	475	15	461	951
2005	502	1	460	963
2004	793	12	721	1,526
2003	841	37	929	1,807

Database Usage:	<u>2006</u>	<u>2005</u>	<u>2004</u>
(Not all databases included)	428	429	605

IV. COMPUTER USAGE

	<u>2006</u>	<u>2005</u>		<u>2006</u>	<u>2005</u>
Adults: Average # sessions:	4,988	n/a	Average session length:	23 min.	n/a
Children	979	839	Avg/open hrs	4.07	4.00

V. LIBRARY SPONSORED PROGRAMS

Adults:	5	No. Attending: 2,555
Children:	15	No. Attending: 256

VI. VOLUNTEER HOURS WORKED:

165 HOURS

VII. FINANCE

\$1,411.75

New Adds: 313

PATRON LOAN COUNT

10,470

AUGUST 2006

September 20, 2006

TO: Honorable Mayor and City Council through City Administrator
FROM: Public Works Program Manager 
SUBJECT: Canby Transit Ridership on Canby to Woodburn Service

INFORMATION:

The City of Canby bus service to Woodburn has been running since August 1, 2006. Canby modified their initial route on September 11, 2006. Canby has decided that this recent change will be their route and are printing a schedule for the new route. Copies of the new schedule will be provided to Council at the September 25, 2006 Council meeting.

The ridership during the first 6 weeks of operation averaged 56 riders with several days in the 80s. Canby has been satisfied with this initial ridership. The initial route had different stops in the morning and afternoon than during the middle of the day and this arrangement confused some riders. The modified route eliminated this difference and all routes during the day are now the same. Canby is going to publicize the route availability more now with a final route established and they anticipate that ridership will increase.

There are some people using the service for a trip within the City – get on and off the bus within Woodburn – but this number is thought to be small at this time. Canby has indicated that they would monitor those trips.

Agenda Item Review:

City Administrator 

City Attorney 

Finance 

September 20, 2006




TO: Honorable Mayor and City Council through City Administrator
FROM: Public Works Program Manager 
SUBJECT: Tree Removal Request at 1289 Astor Way

INFORMATION: The property owner at 1289 Astor Way had asked for an evaluation of the street tree in the Astor Street right of way in July 2006. The Maintenance Superintendent completed his evaluation of the tree on July 21, 2006 but unfortunately did not complete a letter to the property owner with his decision. The attached recent letter to the property owner apologized for the delay. Following the property owner's request to City Council at the September 11, 2006 the City requested that an arborist look at the tree. A copy of the arborist report along with the earlier assessment by the Maintenance Superintendent is attached.

Both evaluations determined that the street tree is healthy and that the tree not be removed. The arborist also indicated that root pruning at the driveway approach would not damage the tree. The property owner has been provided a letter stating that removal of the tree was not allowed and informing the property owner of subsidy programs available for repair of the driveway approach and also for professional pruning of the tree.

There has been no damage to the curbing or the street along the trees location. The City water meter and utility lines have not been damaged or impacted by the tree, however, the tree may have impacted the private sprinkler system. There has been damage to the driveway approach that is the responsibility of the property owner. Both reports on the tree indicated that the root system of the tree had lifted the driveway approach.

If the property owner requests a subsidy for the replacement of the approach the City will approve and will saw cut the curb as required and remove and dispose of the concrete approach. This work approximates the City subsidy allowed for concrete work in the right of way. The property owner would then be responsible for root pruning and replacement of the approach. In addition, within tree subsidy guidelines, professional pruning of the tree in accordance with recommendations in the arborist report would also be approved.

Agenda Item Review: City Administrator  City Attorney  Finance 



Mr. Robert Musser
1289 Astor Way
Woodburn, OR. 97071

September 21, 2006

RE: Tree Removal

Mr. Musser

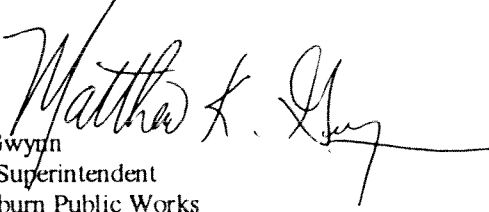
Please accept my apology for the delay of this letter. My job is to make contact with residents and answer questions about trees. I made an assessment of your tree on July 21, 2006 but with the busy summer street maintenance activity did not complete a reply letter.

Please accept this letter as confirmation and written documentation that your request for removal of a street tree adjacent to property you own at 1289 Astor Way is denied. Staff has evaluated the tree and found the tree to be in a healthy and safe condition. The tree may be pruned by a certified arborist and further assessed for root pruning.

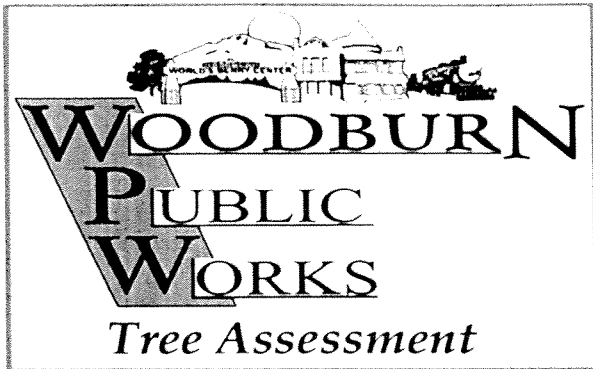
In accordance with Ordinance #1908, a street tree is the responsibility of the adjacent property owner; this includes the cost of pruning. The city does have a tree subsidy program to assist the affected property owner with tree pruning costs. There is also a subsidy program to assist with replacement of a portion of your driveway apron due to right of way tree damage. Applications and information on the sidewalk/approach and tree subsidies is enclosed. For questions on both of these subsidy programs please contact Julie Moore at 503-982-5247.

For your reference and information, I have included a copy of Ordinance #1908 that describes the pruning and tree care procedures. I appreciate your effort and cooperation with the City in preserving and maintaining the value of trees in our neighborhoods. If I can be of any further assistance please don't hesitate to contact me at 503-980-2424.

Best regards,


Matthew K. Gwyn
Maintenance Superintendent
City of Woodburn Public Works

enclosures



Date: July 21, 2006

Address: 1285 & 1311 Astor Way

Specific Location of Tree: Near street between houses



Type of Tree: Sweet Gum --- Liquidambar styraciflua

Evaluator: Matt Gwynn, Public Works Maintenance Superintendent

Tree Designation: Street Tree

Assessment: This is a large Sweet Gum, between properties listed above. The tree shows signs of being trimmed back excessively in the past but has recovered nicely. The tree is one of several along Astor Way that are part of Woodburn's heritage. There is evidence that the tree has heaved up the driveway apron but is not used as criteria to determine tree removal. The tree looks to be in a healthy condition, removal is not recommended.

Recommendation: Professional pruning by a certified Arborist.

Conclusion: Removal is denied, pruning by a professional arborist and root pruning assessment.





September 19, 2006

City of Woodburn
Matthew K. Gwynn
270 Montgomery Street
Woodburn, OR 97071

Dear Mr. Gwynn,

As per your request we have inspected the Sweet gum Tree located at 1289 Astor way. Listed below is a health risk assessment.

Tree Characteristics

The species is Sweet gum (*Liquidambar styraciflua*), its DBH is 21.6", and the height is 47'. It is a single stem and grew in a dominant position. The live crown ratio is approximately 88%. The tree is mature and is located in the street right of way.

The tree has had major pruning in the past with the top being removed cutting back to large lateral branches.

Tree Health & Site Conditions

The overall foliage appearance is typical with good color, size, and density. There are no structural problems with the stem or with the area of scaffold branch attachment. The height is not normal based on its diameter because of past topping of the crown. The root base is slightly elevated, but no signs of soil movement, heaving, or cracking.

There are signs of decay in all of the areas associated with the topping. Sweet gum is prone to decay if exposed wood isn't allowed to heal.

Comments and Observations

Hazard Rating:

Failure potential + Size of Part + Target Rating = Hazard Rating

$$2 + 1 + 2 = 5$$

This tree has a hazard rating of 5 out of a possible 12. The failure potential could be reduced to a one if pruning occurred, and poor branch attachments were removed. The emphasis should be on weight reduction throughout the canopy to reduce the stresses to the lower crotches where topping was performed. There is little to no obvious deadwood either in the scaffold branches or the smaller laterals. The pavement has been elevated due to root expansion. This could be corrected with selective root pruning, and re-aligning that section of pavement.

1477 SE 1st Avenue; Suite 108-207, Canby, OR 97013; Phones: * Office (503) 266-8783 * Fax (503) 266-8342

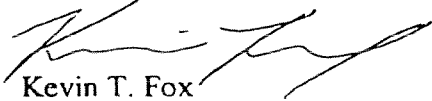
The major concern is the past pruning practices. Topping is detrimental to the tree and produces structural problems that may not have existed prior.

Photo's Taken

Picture	1	Shows heaving of sidewalk
	2	Over view of entire tree
	3	Smaller upright leads due to topping
	4	Major scaffold attachment / topping cuts
	5	Decay in topped area
	6	Decay in topped area

We appreciate the opportunity to submit this report. If you should have any questions please feel free to call us at (503) 266-8783.

Respectfully,



Kevin T. Fox
President
ISA Certified Arborist NJ-0143



September 25, 2006

TO: Honorable Mayor and City Council through City Administrator
FROM: John C. Brown, City Administrator *JCB*
SUBJECT: **Library Exclusion Ordinance**

RECOMMENDATION:

It is recommended the City Council adopt that attached ordinance establishing rules of conduct for the Woodburn Public Library; providing for enforcement procedures; and declaring an emergency.

BACKGROUND:

In July 2003, the City Council amended the Woodburn Park Ordinance to add a section creating a park exclusion process. The ordinance was amended again in 2004 to reflect changes required by the federal courts and procedural changes recommended by the police department. In brief, the exclusion provisions provide a means of expelling violators of park rules for up to 180 days. The park exclusion ordinance has proven an effective tool in reducing dangerous behavior and that which is a nuisance to park patrons, although it is rarely exercised.

Like other libraries, the Woodburn Public Library has rules for patron conduct. These rules help maintain order and preserve an environment conducive to reading, research, and study. The rules were approved by the Library Board, and are enforced by Library staff. Some patrons violate these rules by acting in a disruptive or inappropriate manner or in a manner that threatens the health and welfare of other patrons and staff. Library staff attempts to correct this behavior, but must sometimes seek assistance from law enforcement. Law enforcement is effective for criminal acts, such as graffiti, vandalism, or violent behavior, but is less effective when the behavior in question is not criminal. In recent years, boisterous behavior has increased, and makes some patrons and staff feel unsafe. Such behavior, however, may not be a crime or infraction and law enforcement personnel may not be able to effect compliance. Some patrons have indicated they will not frequent the Library because of these

Agenda Item Review: City Administrator *JCB* City Attorney *NLS* Finance *Ben*

incidents. Incidence of graffiti and vandalism is also increasing in the Library, a situation that recently prompted restrictions on the use of restrooms.

DISCUSSION:

After discussing this matter with Library staff, the Police Chief, and the City Attorney, I requested the City Attorney to draft a Library exclusion ordinance for your consideration. The ordinance gives Law Enforcement additional tools with which to be effective, and will serve as a disincentive to disruptive behavior. The Library Board approved this approach at its September 13, 2006 meeting; and joins the Police Chief, the City Attorney, and me in recommending that you adopt the ordinance.

The Courts have stated that access to a public library is essential to the democratic process. Reasonable regulations can be passed, however, if they are in conformance with the US. and Oregon Constitutions and are applied in a constitutional manner. Accordingly, the attached ordinance was drafted taking into account Court decisions addressing constitutional limitations. It also took into account the following considerations:

- Other existing ordinances in comparable cities
- The Woodburn Park Exclusion Ordinance
- Library security staff and Police recommendations

Its success will rely on adequate training of city officials, including Library staff, law enforcement personnel, and code enforcement officers.

For consistency of application and procedure, and for legal defensibility, exclusion provisions of the Library Exclusion Ordinance match the Park Exclusion Ordinance. One violation will normally result in a 30-day exclusion. A repeat violation in a two-year period results in a 90-day exclusion; two repeat offenses within a two-year period results in a 180-day exclusion. These penalties are exclusive of any that may be imposed by the courts for additional violations. Due process provisions are also included to protect individual rights, as well and the City and City officials. These include Municipal court review and temporary waiver authority; the latter is granted to the City Administrator to address instances where it may be appropriate to allow a person who has been excluded to return to the premises for a limited period.

Violations fall into two categories, those that result in immediate exclusion, and those that result in issuance of a warning prior to exclusion. Those in the first category encompass:

- Criminal Conduct
- Sexual Conduct
- Possessing or consuming alcoholic beverages
- Possessing or consuming any controlled substances

Actions resulting in a warning prior to exclusion encompass:

- Disruptive conduct
- Improper use of library materials
- Soliciting, petitioning, and distributing written materials
- Interfering with the free passage
- Roller skates & skateboards
- Smoking or other use of tobacco
- Animals (with legal exceptions)
- Improper use of restrooms
- Noise from electronic equipment
- Failing to leave the library at closing time
- Eating or drinking except as expressly allowed

A third category is also created, to address actions where a violator is immediately excluded, but only until the behavior is corrected:

- No shirts
- No shoes

Put into practice, following training, Library staff will assess violations of the ordinance, and act in one of two ways: they will immediately call the Police Department for violations fitting into the first aforementioned category. Police will be dispatched to the Library, assess the situation, and if appropriate will cite and expel violators. Offenders may also be charged for other violations, and processed accordingly. For violations of the second category, Library staff will contact the patron, and warn them to cease the offending behavior. If compliance is not obtained with that warning, staff will contact the Police department, and police or code enforcement officers will be dispatched to assess the situation, and if appropriate cite and expel violators. Police will contact the parents of youthful violators. A database will be maintained by the Police department to track violations, for the purpose of addressing the

exclusions that accrue to repeat violators. Those who have been expelled may not return to the Library, except under waiver, for the prescribed period. Those who do can be charged for trespass, and arrested.

Our experience with the Park Exclusion Ordinance suggests this ordinance will probably be applied sparingly after a few uses, but also suggests that it provides an effective disincentive to disruptive behavior. As the ordinance provides an effective tool for Library and Police staff to maintain a welcoming and safe environment at the Library, your approval is requested.

The school year recently began. Based on past experience, disruptions at the Library increase in frequency at the beginning of the school year. Accordingly, an emergency clause has been added to this ordinance, so it can be used immediately, if necessary.

FINANCIAL IMPACT:

The recommended action should not significantly affect staffing costs associated with maintaining Library rules. All actions to enforce the ordinance will be conducted by existing personnel. One of the anticipated benefits of the recommended action is a reduction of vandalism, and the attendant cost savings that result from the need for less maintenance and repair, and replacement of Library materials.

COUNCIL BILL NO.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING RULES OF CONDUCT FOR THE WOODBURN PUBLIC LIBRARY; PROVIDING FOR ENFORCEMENT PROCEDURES AND AN EXCLUSION PROCESS; AND DECLARING AN EMERGENCY.

WHEREAS, the Woodburn Public Library is supported by taxpayers who expect it to be a comfortable and secure place for reading, researching, studying, writing, and attending programs; and

WHEREAS, the City is responsible for establishing rules of conduct to protect the rights and safety of all Library users and to preserve and protect Library materials and facilities; and

WHEREAS, the City has a strong commitment to intellectual freedom and access to information; and

WHEREAS, the City intends for the Library rules to be enforced in a fair and reasonable manner for the comfort and protection of all who use the Library; and

WHEREAS, in instances where it is necessary, City staff and/or Woodburn Police Officers will intervene to stop prohibited activities and behaviors; and

WHEREAS, failure to comply with the Library rules could result in removal from the premises and exclusion from the Library; and

WHEREAS, this Ordinance provides adequate due process so that the rights of the persons subject to its provisions will be fully protected consistent with applicable law;

WHEREAS, the Woodburn Public Library Board has reviewed and discussed this ordinance and recommend its passage, **NOW, THEREFORE**,

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. In addition to other measures provided by law, any peace officer, as defined by ORS 133.005(3) or any City of Woodburn Code Enforcement Officer may exclude any person from the premises of the Woodburn Public Library as provided in this Ordinance.

Section 2. No person shall enter or remain on the premises of the Woodburn Public Library at any time after a Notice of Exclusion issued under this Ordinance is in effect.

Section 3. A Notice of Exclusion issued under this Ordinance shall be for thirty (30) days. If the person to be excluded has been excluded from the premises of the Woodburn Public Library at any time, within two years before the date of the present exclusion, the exclusion shall be for ninety (90) days. If the person to be excluded has been excluded from the Woodburn Public Library on two or more occasions within two years before the date of the present exclusion, the exclusion shall be for one-hundred eighty (180) days.

Section 4. When there is reasonable cause to believe that a person has committed any of the following acts on the premises of the Woodburn Public Library, a Notice of Exclusion shall be issued and the person shall be directed to leave the library without first being give a warning:

(A) Any activity that would constitute a violation of any federal or state criminal law.

(B) Engaging in sexual conduct, as defined under ORS 167.060.

(C) Possessing or consuming any alcoholic beverages.

(D) Possessing or consuming any controlled substances in violation of ORS Chapter 475.

Section 5. When there is reasonable cause to believe that a person has committed any of the following acts on the premises of the Woodburn Public Library, a Notice of Exclusion shall be issued only after the person has first been given a warning and a reasonable opportunity to desist from the violation:

(A) Engaging in conduct that unreasonably disrupts or interferes with the normal operation of the library, or disturbs library staff or patrons. This conduct includes but is not limited to abusive or threatening language or gestures, conduct that creates unreasonable noise, or conduct that consists of loud or boisterous physical behavior.

(B) Using library materials, equipment, furniture, fixtures or buildings in a manner inconsistent with the customary use thereof; or in a destructive, abusive or potentially damaging manner, or in a manner likely to cause personal injury to the actor or others.

(C) Soliciting, petitioning, distributing written materials or canvassing for political, charitable or religious purposes.

(D) Interfering with the free passage of library staff or patrons, including but limited to, placing objects such as bicycles, skateboards, backpacks or other items in a manner that interferes with free passage.

(E) Operating roller skates, skateboards or other similar devices.

(F) Smoking or other use of tobacco.

(G) Bringing an animal into the library, except a Seeing Eye or Hearing Ear dog, or other animal trained to assist a person with a disability.

(H) Improperly using library restrooms, including but not limited to, bathing, shaving, washing hair and changing clothes.

(I) Using personal electronic equipment at a volume that disturbs others, including but not limited to, pagers, stereos, televisions and cellular phones.

(J) Failing to leave the library at closing time.

(K) Eating or drinking except as expressly allowed by the Library Director in the course of a library-approved event.

Section 6. Where there is reasonable cause to believe that a person has committed any of the following acts, the person may be directed to leave the premises of the Woodburn Public Library until the problem is corrected:

(A) Not wearing shoes or other footwear.

(B) Not wearing a shirt or other covering of the upper body.

Section 7. A Notice of Exclusion under this Ordinance shall specify the date the exclusion is to commence, the term of the exclusion, the provision of law that the person violated, and a brief description of the offending conduct. It shall be signed by the issuing party. The Notice of Exclusion shall provide information concerning the right to appeal the notice and to apply for a temporary waiver from the effects of the notice warning of consequences for failure to comply shall be prominently displayed on the notice.

Section 8. Notices of Exclusion shall take effect immediately except that if a timely appeal is filed under this Ordinance, the effectiveness of the exclusion

shall be stayed pending the outcome of the appeal. If the exclusion is affirmed, the remaining period of the exclusion shall become effective immediately upon issuance of the Woodburn Municipal Court decision, unless the Court sets a later effective date.

Section 9. A person receiving a Notice of Exclusion may appeal to the Woodburn Municipal Court to have the notice rescinded or the exclusion period shortened. In order to be timely, an appeal must be filed within five (5) days of receipt of the Notice of Exclusion.

(A) The appeal need not be in any particular form, but should substantially comply with the following requirements:

- (i) Be in writing
- (ii) Identify the date, time, and place of the exclusion
- (iii) Identify the name and address of the appealing party
- (iv) Identify the official who issued the exclusion
- (v) Contain a concise statement as to why the Notice of Exclusion was issued in error

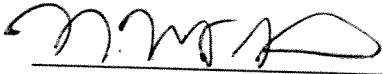
(B) A copy of the appeal shall be served on the City Attorney.

(C) An appeal hearing shall be conducted by the Woodburn Municipal Court and a decision on the appeal shall be made by the Court within ten (10) days after the appeal is filed.

(D) At the appeal hearing the City and any interested parties shall have the right to present evidence and witnesses and be heard. After due consideration of pertinent information and testimony the Court shall issue a written decision. The decision of the Court shall be final.

Section 10. At any time within the exclusion period, a person receiving a Notice of Exclusion may apply in writing to the City Administrator for a temporary waiver from the effects of the notice for good cause shown. In exercising discretion under this section, the City Administrator shall consider the seriousness of the violation for which the person has been excluded, the particular need of the person to be on the premises of the Woodburn Public Library during some or all of the period of exclusion, such as for work or to attend or participate in a particular event (without regard to the content of any speech associated with that event), and any other criterion the City Administrator determines to be relevant to the determination of whether or not to grant a waiver. The decision of the City Administrator to grant or deny, in whole or in part, a waiver under this section is committed to the discretion of the City Administrator, and is not subject to appeal or review.

Section 11. This ordinance being necessary for the immediate preservation of the public peace, health and safety because the Woodburn Public Library rules of conduct need to be in effect close to the beginning of the school year, an emergency is declared to exist and this ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

Approved as to form:  9-22-2006
City Attorney Date

Approved: _____
Kathryn Figley, Mayor

Passed by the Council

Submitted to the Mayor

Approved by the Mayor

Filed in the Office of the Recorder

ATTEST: _____
Mary Tennant City Recorder
City of Woodburn, Oregon

September 18, 2006

TO: Honorable Mayor and City Council through City Administrator
FROM: Public Works Program Manager *Ruby*
SUBJECT: Transit Operating Grant Agreement

RECOMMENDATION: Approve the attached resolution entering into ODOT Grant Agreement No. 23344 with the State of Oregon to receive \$120,109 in public transportation operating assistance funding and authorizing the City Administrator to sign the agreement on behalf of the City.

BACKGROUND: The City has been receiving annually operating assistance from the Federal Transit Administration's public transportation operating assistance program for small cities and rural areas since the early 1980's. These federal funds are administered by the Oregon Department of Transportation and the City applies for these funds each year.

DISCUSSION: This agreement provides for \$120,109 in assistance for providing public transportation service. The current federal transportation reauthorization act, SAFTEA-LU, significantly increased the amount of small City and rural area transit operating funds and this years federal operating assistance is approximately 85% greater than last year. This increased funding level should be maintained close to this year's assistance level through the usual six-year life of the current transportation reauthorization act. The reauthorization also changed the match requirements for these grants and each state now has a match formula. For Oregon, the City grant match is 43.92% and the federal match is 56.08%. During the budget approval process the increased federal operating assistance funds were allocated to increases in service hours by increasing personnel and materials and services budgets. The City attorney reviewed the agreement. Staff recommends that the resolution be approved authorizing City Administrator to sign the agreement on behalf of the City.

FINANCIAL IMPACT: This public transportation operating assistance funding is a budgeted revenue source in the adopted 2006-2007 budget.

Agenda Item Review:

City Administrator *[Signature]*

City Attorney *[Signature]*

Finance *[Signature]*

COUNCIL BILL NO.

RESOLUTION NO.

A RESOLUTION ENTERING INTO GRANT AGREEMENT NO. 23344 WITH THE STATE OF OREGON AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN SUCH AGREEMENT.

WHEREAS, the State of Oregon acting through the Oregon Transportation Commission is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation pursuant to ORS 184.670 to 184.733, and

WHEREAS, the City of Woodburn has applied for federal public transportation operating assistance funds under Title 49, United States Code, Chapter 5311, Small City and Rural Areas Program, and

WHEREAS, the State of Oregon, Department of Transportation, has been designated to evaluate and select recipients of assistance from federal funds available under the Small City and Rural Areas Program, to coordinate grant applications and to administer the disbursement of the federal assistance, and

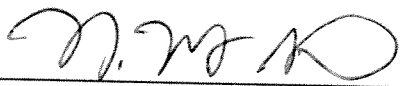
WHEREAS, the State of Oregon, Department of Transportation, has approved \$120,109 in operating expenses for the City of Woodburn to be used in support of public transportation, **NOW THEREFORE;**

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That the City of Woodburn enter into Grant Agreement No. 23344, which is affixed as Attachment "A" and by this reference incorporated herein, with the State of Oregon acting by and through its Department of Transportation to secure federal funds through Title 49, United States Code, Chapter 5311 for the purpose of supporting public transportation.

Section 2. That the City Administrator of the City of Woodburn is authorized to sign said agreement on behalf of the City.

Page 1- COUNCIL BILL NO.
 RESOLUTION NO.

Approved as to form:  9-22-2006
City Attorney Date

APPROVED: _____
Kathryn Figley, Mayor

Passed by the Council

Submitted to the Mayor

Approved by the Mayor

Filed in the Office of the Recorder

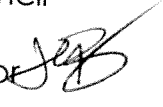
ATTEST: _____
Mary Tennant, Recorder
City of Woodburn, Oregon

ATTACHMENT “A”

Due to the length of the attachment, it has not been included with the Council packet. The attachment will be available for review at the Public Works office or at the council meeting.

September 25, 2006

TO: Honorable Mayor and City Council

FROM: John C. Brown, City Administrator 

SUBJECT: **Amendment to Agreement for Periodic Review Consulting Services**

RECOMMENDATION:


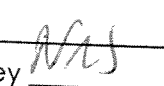

It is recommended the City Council:

1. authorize the City Administrator to execute the attached Amended Agreement for Consulting Services with Winterbrook Planning, and any related documents, for fiscal year 2006-07; and
2. adopt the attached resolution approving the transfer of 10,000 from General Fund Contingencies (001-901-9971-5921) to the Planning budget (001-511-5821-5419).

BACKGROUND:

The City contracted in 2001 with Winterbrook Planning (Winterbrook) to provide professional and technical support needed to complete the City's comprehensive plan periodic review tasks. The contract was amended six times between then and August 2004. Amendments increased the scope of Winterbrook's assignment and compensation due Winterbrook for that work.

In August 2004, the City Council authorized me to execute an agreement with Winterbrook Planning that superceded all previous contracts and which defined all work to be conducted during fiscal year 2004-05, at a not-to-exceed cost of \$20,000. The agreement was amended in 2005 and earlier this year to expand the scope of work and to increase compensation under the agreement to a total of \$90,000, for all services provided through the end of the 2005-06 fiscal year. These services included taking the lead on the Period Review project in the absence of a Community Development Director.

Agenda Item Review: City Administrator  City Attorney  Finance 

DISCUSSION:

In March 2006, the Council approved a \$15,000 budget transfer to cover Winterbrook's costs through June 30, 2006. Only \$10,000 was budgeted, however; the remainder was held in reserve in the planning budget to cover any costs associated with county deliberations. Winterbrook expended all the funds allocated to them for FY 2005-06 by June 30, 2006 and provided approximately \$4,000 in services beyond those contemplated under the amended agreement. These additional services necessary, in large part, due to the County's consideration of Periodic Review Work amendments, but were not billed in time to be addressed prior to closing of the books for 2005-06. As a result, the \$5,000 that was held in reserve for that eventuality was returned to General Fund balance, and must be re-allocated now in order to compensate Winterbrook for services rendered.

An amendment to the compensation provision of the agreement is also needed for Winterbrook's services for 2006-07. Together, these services are estimated at \$10,000, and will provide support for coordination between the City and DLCD staff leading up to the LCDC hearing on our Urban Growth Boundary proposal, and representation for the City at the LCDC hearing. Therefore, it is recommended to amend Winterbrook's agreement to increase the contract amount from \$90,000 to \$100,000, and expand the scope of work to include services needed in 2006-07 to complete Periodic Review. These changes are reflected in the attached Addendum to Agreement for Consulting Services.

Attached is a resolution approving a contingency fund transfer to the Planning budget in the amount of \$10,000.

FINANCIAL IMPACT:

The attached agreement increases total compensation for Winterbrook under the August 2004 contract to \$100,000 and provides compensation for services to be provided in fiscal year 2006-07 in an amount not to exceed \$10,000. Funds are available in Contingencies to support these costs, and will need to be allocated to the Planning budget at a future meeting. To date, \$275,000 has been expended to assist with periodic review and related tasks. Of that, the General Fund provided \$240,000, and \$35,000 was provided by a State grant. The attached contingency fund transfer reduces the Contingency Fund by \$10,000 and leaves a balance of \$879,226 (9.6% of general fund expenditures) in that budget.

COUNCIL BILL NO.
RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE TRANSFER OF OPERATING CONTINGENCY
APPROPRIATIONS DURING FISCAL YEAR 2006 – 07.**

WHEREAS, Oregon Revised Statutes 294.450 allows for the transfer of operating contingency appropriations within a fund to an existing appropriations category within the same fund during the year in which appropriations are made, and

WHEREAS, a transfer of General Fund operating contingency appropriations is necessary to provide for the completion of the Periodic Review of the City's comprehensive land use plan, **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That authorization is hereby given to transfer the following operating contingency appropriation during fiscal year 2006-07:

GENERAL FUND:

Transfer From:

Operating Contingency
(001.901.9971.5921)


\$ 10,000

Transfer To:

Planning Department—Other Professional Services
(001.511.5811.5419)

\$ 10,000

Approved as to Form:


City Attorney

Date

9/22/2006

APPROVED

KATHRYN FIGLEY, MAYOR

Passed by the Council
Submitted to the Mayor
Approved by the Mayor

Filed in the Office of the Recorder

ATTEST

Mary Tennant, Recorder
City of Woodburn, Oregon

**ADDENDUM TO AGREEMENT
FOR CONSULTING SERVICES
BETWEEN CITY OF WOODBURN
AND WINTEROWD & BROOKS, LLC**

THIS ADDENDUM TO AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation, hereinafter referred to as "City," and Winterowd & Brooks, LLC, dba Winterbrook Planning, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, in August 2004 the City and Consultant executed an agreement for fiscal year 2004-05 (the "Existing Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, in June 2005, the Existing Agreement was amended to increase the not-to-exceed amount to \$35,000 and expanded the scope of Consultant's services to the City, a copy of which is attached as Exhibit "B" and incorporated herein; and

WHEREAS, in December 2005, the Existing Agreement was amended to further expand the scope of Consultant's services and increased the not-to-exceed amount to \$80,000, a copy of which is attached as Exhibit "C" and incorporated herein; and

WHEREAS, in March 2006, the Existing Agreement was amended to further expand the scope of Consultant's services and increased the not-to-exceed amount to \$90,000, a copy of which is attached as Exhibit "D" and incorporated herein; and

WHEREAS, it is again necessary to amend the Existing Agreement to increase the not-to-exceed amount by \$10,000 to \$100,000, to cover estimated costs associated with the review and adoption of the Woodburn Periodic Review and Urban Growth Boundary amendment package for fiscal years 2005-06 and 2006-07.

NOW, THEREFORE, City and Consultant agree as follows:

Section 1. SCOPE OF WORK, contained in the Existing Agreement is revised to read as follows:

SCOPE OF WORK

Under the direction of the Community Development Director or City Administrator, Consultant will assist City in completing the following tasks:

Task 1: Participate in meetings and teleconferences between City and DLCD staff, regarding DLCD's review of the record, objections to the record, and preparation of the DLCD staff report to LCDC.

Task 2. Prepare, as necessary, an annotated table showing where each objection raised as an issue by DLCD is addressed in the periodic review record.

Task 3. Respond to questions that arise during DLCD review process.

Task 4. Coordinate with City to prepare written responses to key objections for presentation to LCDC.

Task 5. Represent the City in the LCDC hearing process including presentation, addressing key objections, and responding to questions.

Task 6. Perform related tasks as directed.

Section 2. CONSIDERATION, contained in the Existing Agreement is revised to read as follows:

CONSIDERATION

City shall pay Consultant a sum under the existing and amended agreements not to exceed \$100,000 for all Consultant services. However, compensation may be less than such maximum amount and shall actually be determined on a time-and-expense basis for labor and direct expenses Consultant incurs, as follows:

Professional Services:

Principal Planner	\$120.00
Senior Planner	\$ 95.00
Planning Technician	\$ 60.00
Project Assistant	\$ 60.00

Expenses: Mileage will be reimbursed at the federal maximum per mile (\$.48 in 2005); photocopies at \$0.15 per page; faxes and scanning at \$1.00 per page; and direct expenses such as postage, long distance phone calls, etc., at cost.

Consultant will submit a monthly invoice to City indicating costs and expenses incurred. The invoice shall include a summary of services provided. City agrees to review the invoice, and to notify Consultant of any questions or disagreements City might have with the invoice within ten days after receipt of the invoice. After the ten-day period, or after questions or disagreements noted during the ten-day period have been resolved to the satisfaction of the parties, the work performed during the period covered by the invoice shall be considered satisfactory by City. Payment of the invoice shall be within 30 days of accepting the invoice as satisfactory.

With the exceptions of the modifications approved by the parties in this Addendum to Agreement, the Existing Agreement remains in full force and effect.

WINTEROWD & BROOKS, LLC

CITY OF WOODBURN

By: _____
Gregory Winterowd

By: _____
John C. Brown

Title: _____

Title: _____

Date: _____

Date: _____

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF WOODBURN
AND WINTEROWD & BROOKS, LLC**

THIS AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation, hereinafter referred to as "City," and Winterowd & Brooks, LLC, dba Winterbrook Planning, whose address is 310 SW 4th Avenue, Suite 1100, Portland, Oregon 97204-2305, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, City previously entered into personal service agreements with Consultant to assist City in accomplishing planning work tasks related to Periodic Review; and

WHEREAS, Consultant has created a substantial body of work related to the completion of the Periodic Review work tasks; and

WHEREAS, City is required to complete the Periodic Review work tasks and additional funding is necessary for Consultant to finish its work; and

WHEREAS, City will enter into this personal services agreement with Consultant which will supercede all prior agreements with Consultant regarding the same subject;

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF WORK.

Under the direction of the Community Development Director, Consultant will assist City in completing the following tasks:

Task 1: Citizen Involvement Program. Consultant will assist City in implementing an effective citizen involvement program consistent with Statewide Planning Goal 1, Citizen Involvement.

Task 2: Findings. The Community Development Director will draft the findings with assistance from the City Attorney's office. Consultant shall provide support, including some new research and document review.

Task 3: County Coordination. Continued coordination with Marion County will be required to (a) ensure formal adoption of the 35,000 population projection agreed to by County, DLCD and ODOT staff; (b) address the Growth Management Framework Plan policies, including the requirement for an amended intergovernmental agreement; and (c) review and modify of draft reports, if requested by County staff.

Task 4: DLCD Coordination. Consultant will coordinate with DLCD staff regarding reports Consultant has prepared and the applicable process.

Task 5: City Public Hearings. Consultant shall attend at least two public hearings – one before the Planning Commission and one before the City Council.

Task 6: Mapping Revisions. It is anticipated that Consultant will assist City in revising the GIS maps. City's GIS specialist may also require advice and assistance from Ecotrust, Consultant's GIS sub-consultant. Map revisions will be needed to reflect the analysis and ultimate policy choices that are adopted by the City Council.

Task 7: Report Revisions. Consultant anticipates that the existing reports will need to be revised to reflect (a) the results of the public hearing process; (b) the results of the City's small-scale map amendment review; and (c) to address legal concerns.

Task 8: Public Facilities Review. Consultant shall assist City regarding the need to document City's capacity to provide sanitary sewer, water and storm drainage facilities to land within existing UGB plus several proposed expansion areas.

Task 9: General City Coordination. Consultant shall be available to respond to questions from City staff that are not directly related to the above tasks, but are likely to come up over the next 12 months.

Greg Winterowd, Principal Planner, shall be the project manager and shall report directly to City. This Scope of Work replaces the Scope of Work in all previous contacts and agreements with Consultant.

2. **CONSIDERATION.**

City shall pay Consultant a sum not to exceed \$20,000 for all Consultant services. However, compensation may be less than such maximum amount and shall actually be determined on a time-and-expense basis for labor and direct expenses Consultant incurs, as follows:

PROFESSIONAL SERVICES:

Principal Planner	\$120.00
Senior Planner	\$ 95.00
Planning Technician	\$ 60.00
Project Assistant	\$ 55.00

EXPENSES: Mileage will be reimbursed at the federal maximum per mil (\$.375 in 2004); photocopies at \$0.15 per page; faxes and scanning at \$1.00 per page; and direct expenses such as postage, long distance phone calls, etc., at cost.

Consultant will submit a monthly invoice to City indicating costs and expenses incurred. The invoice shall include a summary of services provided. City agrees to review the invoice, and to notify Consultant of any questions or disagreements City might have with the invoice within ten days after receipt of the invoice. After the ten-day period, or after questions or disagreements noted during the ten-day period have been resolved to the satisfaction of the parties, the work performed during the period covered by the invoice shall be considered satisfactory by City. Payment of the invoice shall be within 30 days of accepting the invoice as satisfactory.

3. **STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR.**

Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 2 of this Agreement.

4. **TERM.**

This Agreement shall be effective from its execution through June 30, 2005, unless either party notifies the other of termination pursuant to Sections 11 or 12. The Agreement term may be extended upon written authorization of City.

5. **INDEMNITY AND INSURANCE.**

- A. Indemnity: Consultant acknowledges responsibility for any and all liability arising out of the performance of this Agreement and agrees to hold City harmless from and indemnify City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing this Agreement.
- B. Liability Insurance: Consultant shall maintain occurrence form commercial general liability for the protection of Consultant, City, its Council, directors, officers, agents, and employees. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall name City as an additional insured. Consultant shall provide to City a certificate of insurance evidencing coverage.
- C. Workers Compensation Coverage: If Consultant employs one or more subject workers, Consultant hereby certifies that they have qualified for State of Oregon Worker's Compensation coverage either as a carrier-insured employer or as a self-insured employer. Consultant shall provide to City a certificate of insurance (be they carrier or self-insured) evidencing coverage.

6. **METHOD AND PLACE OF GIVING NOTICE. SUBMITTING BILLS. MAKING PAYMENTS.**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: James Mulder
Community Development Director
City of Woodburn
270 Montgomery St.
Woodburn, OR 97071

CONSULTANT: Greg Winterowd
Winterowd & Brooks, LLC
310 SW Fourth Ave., Suite 1000
Portland, OR 97204-2305

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

7. **WORK IS PROPERTY OF CITY.**

All work, including, but not limited to documents, drawings, papers, electronic media, and photographs, performed or produced by Consultant under this Agreement, shall be the property of City.

8. **LAW OF OREGON.**

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Marion County Circuit Court. Consultant, by executing this agreement, hereby consents to the in personum jurisdiction of said court.

9. **SUCCESSORS AND ASSIGNMENTS.**

- A. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Agreement.
- B. Neither City nor Consultant shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other. Consultant must seek and obtain City's written consent before subcontracting any part of the work required of Consultant under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

- C. In the event Consultant assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, Consultant will ensure that said third party is made subject to all the terms and conditions of this Agreement.

10. **RECORDS.**

Consultant shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

Consultant shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

11. **BREACH OF AGREEMENT.**

Consultant shall remedy any breach of this Agreement with the shortest reasonable time after Consultant first has actual notice of the breach or City notifies Consultant of the breach, whichever is earlier. If Consultant fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Agreement affected by the breach upon written notice to Consultant, may obtain substitute services in a reasonable manner, and may recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement. If the breach is material and Consultant fails to remedy the breach in accordance with this paragraph, City may declare Consultant in default and pursue any remedy available for a default.

12. **TERMINATION FOR CONVENIENCE.**

City may terminate all or part of this Agreement at any time for its own convenience by written notice to Consultant. Upon termination under this paragraph, Consultant shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of City's written notice of termination, whichever is earlier, plus Consultant's reasonable costs actually incurred in closing out the Agreement.

13. **INTELLECTUAL PROPERTY.**

The interest in any intellectual property, including, but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in City. Consultant shall execute any assignment or other documents necessary to affect this paragraph. Consultant shall transfer to City any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

14. INCOME TAX WITHHOLDING.

Consultant shall pay, if applicable, all sums withheld from employees pursuant to ORS 316.167.

15. PAYMENT OF CLAIMS BY CITY.

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor, or by any person in connection with this Agreement as the claim becomes due, City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. City's payment of a claim under this paragraph shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

16. NO THIRD PARTY BENEFICIARIES.

Consultant hereby represents that no employee of City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

17. WORKER'S COMPENSATION COMPLIANCE.

Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Consultant and their subcontractors, if any, shall show proof of such coverage in a form satisfactory to City prior to commencing any of the work to be done under this Agreement.

Consultant, if declaring an exemption from any requirement to provide workers compensation coverage for the labor to be performed under this Agreement, understands and agrees that under ORS 656.006 (13), an "employer" is any person who contracts to pay a remuneration for and secures the right to direct and control the services of any person. Consultant understands and agrees that if it is exempt from coverage under ORS 656.027 and engages individuals who are not exempt under same in performance of the Agreement then Consultant shall provide workers compensation insurance coverage for all such individuals. If Consultant does not provide that insurance it may be deemed a noncomplying employer for purposes of Oregon law and agree to hold City harmless from and indemnify it against any and all claims for compensation benefits made against Consultant as a noncomplying employer.

18. **COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES.**

Consultant shall comply with all applicable federal, state and local laws, rules and regulations.

19. **HOURS OF LABOR.**

Consultant agrees that no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the employee shall be paid at least time and a half pay:

- A. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- B. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- C. For all work performed on Saturday and on any legal holiday specified in ORS 279.334.

Consultant agrees that all persons employed under this Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining Agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater.

20. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES.**

Consultant shall:

- 1. Make payment promptly, as due, to all persons supplying labor or material for the prosecution of the work under this Agreement.
- 2. Pay all contributions or amounts due the Industrial Accident Fund from such Consultant or subcontractor incurred in the performance of this Agreement.
- 3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **PAYMENT FOR MEDICAL CARE.**

Consultant shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant, of all sums which Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. **PAYMENT OF CLAIMS BY PUBLIC OFFICERS.**

If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant.

23. **RECYCLED PAPER REQUIRED.**

To the maximum extent economically feasible, Consultant shall use recycled paper in performing under this Agreement.

24. **FINAL AGREEMENT/BINDING EFFECT.**

This document contains all of the terms and conditions of the parties' Agreement. Any waiver or modification of the terms of this Agreement must be in writing.

25. **INTEGRATION.**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

26. **SEVERABILITY/SURVIVAL.**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. Any provisions concerning the limitation of liability or indemnity shall survive the termination of this Agreement for any cause.

27. **FORCE MAJEURE.**

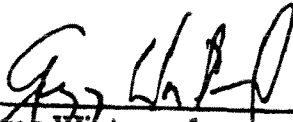
Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, war or similar events or occurrences where such event or occurrence was beyond the reasonable control of City or Consultant respectively. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or

default and shall, upon cessation of the case, diligently pursue performance of its obligations under this Agreement


28. **AUTHORIZATION.**

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

WINTEROWD & BROOKS, LLC

By: 
Greg Winterowd
Title: Puncpar
Date: 9/8/04

CITY OF WOODBURN

By: 
John C. Brown
Title: City Administrator
Date: August 27, 2004

**ADDENDUM TO AGREEMENT
FOR CONSULTING SERVICES
BETWEEN CITY OF WOODBURN
AND WINTEROWD & BROOKS, LLC**

THIS ADDENDUM TO AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation, hereinafter referred to as "City," and Winterowd & Brooks, LLC, dba Winterbrook Planning, whose address is 310 SW 4th Avenue, Suite 1100, Portland, Oregon 97204-2305, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and County executed an agreement for fiscal year 2004-05 (the "Existing Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Existing Agreement provides that City shall pay Consultant a sum not-to-exceed \$20,000 for services and this sum has been substantially expended; and

WHEREAS, the parties want to increase the not-to-exceed amount to \$35,000 so that an additional amount of approximately \$15,000 is available;

NOW, THEREFORE, City and Consultant agree as follows:

Section 1. Section 1, SCOPE OF WORK, contained in the Existing Agreement is modified to read as follows:

SCOPE OF WORK

Under the direction of the Community Development Director, Consultant will assist City in completing the following tasks:

Task 1: Findings. Based on the volume of public comments received by the Planning Commission and City Council, Winterbrook will augment the draft UGB Justification Report and findings to respond to issues raised during the public hearing process, and to respond to comments received by property owners, interest groups, and state and local agencies.

Task 2: County Coordination. Marion County staff submitted lengthy comments to the City regarding the proposed UGB amendments. Although the comments were largely positive, Winterbrook needed to respond to residential land assessment questions in great detail.

Task 3: DLCD Coordination. Time is required for ongoing coordination with DLCD staff regarding reports Winterbrook has prepared and on the City and

County review processes. (See discussion above) Winterbrook has already met with DLCD staff on several occasions, and more meetings will be necessary.

Task 4: City Council Public Hearing and Deliberation. Winterbrook has participated in three Planning Commission work sessions, one public hearing, and one deliberative meeting during the last six months. Winterbrook has also participated in one City Council public hearing and one deliberative session. At least one additional deliberative session before the City Council is anticipated on June 13, 2005.

Task 5: Report Revisions. Winterbrook anticipates that the revised reports will need yet another set of revisions to ensure internal consistency and to address issues raised during the public review process. To better explain past work, and to respond to issues raised during the public hearing process (especially by 1000 Friends of Oregon, property owners outside the UGB; DLCD and Marion County), substantial revisions to existing reports will be required.

Task 6: General City Coordination. Winterbrook will continue to be available to respond to questions from City staff that are not directly related to the above tasks, but are likely to come up over the next six months. For example, Winterbrook review of the draft Public Facilities Plan is essential.

Greg Winterowd, Principal Planner, shall be the project manager and shall report directly to City. This Scope of Work replaces the Scope of Work in all previous contracts and agreements with Consultant.

Section 2. Section 2, CONSIDERATION, contained in the Existing Agreement is revised to read as follows:

CONSIDERATION

City shall pay Consultant a sum not to exceed \$35,000 for all Consultant services. However, compensation may be less than such maximum amount and shall actually be determined on a time-and-expense basis for labor and direct expenses Consultant incurs, as follows:

Professional Services:

Principal Planner	\$120.00
Senior Planner	\$ 95.00
Planning Technician	\$ 60.00
Project Assistant	\$ 55.00

Expenses: Mileage will be reimbursed at the federal maximum per mile (\$.41 in 2005); photocopies at \$0.15 per page; faxes and scanning at \$1.00 per page; and direct expenses such as postage, long distance phone calls, etc., at cost.

Consultant will submit a monthly invoice to City indicating costs and expenses incurred. The invoice shall include a summary of services provided. City agrees to review the invoice, and to notify Consultant of any questions or disagreements City might have with the invoice within ten days after receipt of the invoice. After the ten-day period, or after questions or disagreements noted during the ten-day period have been resolved to the satisfaction of the parties, the work performed during the period covered by the invoice shall be considered satisfactory by City. Payment of the invoice shall be within 30 days of accepting the invoice as satisfactory.

With the exceptions of the modifications approved by the parties in this Addendum to Agreement, the Existing Agreement remains in full force and effect.

WINTEROWD & BROOKS, LLC

CITY OF WOODBURN

By: 

Gregory Winterowd

Title: Principal

Date: 6/6/05

By: 

John C. Brown

Title: CITY ADMINISTRATOR

Date: 6-15-05

**ADDENDUM TO AGREEMENT
FOR CONSULTING SERVICES
BETWEEN CITY OF WOODBURN
AND WINTEROWD & BROOKS, LLC**

THIS ADDENDUM TO AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation, hereinafter referred to as "City," and Winterowd & Brooks, LLC, dba Winterbrook Planning, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, in August 2004 the City and Consultant executed an agreement for fiscal year 2004-05 (the "Existing Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, in May, 2005 the Agreement was amended to increase the not-to-exceed amount by \$15,000 and to expand the scope of Consultant's services to the City, a copy of which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the parties mutually agree to increase the not-to-exceed amount by \$45,000 to cover costs associated with the review and adoption of the Woodburn Periodic Review and Urban Growth Boundary amendment package for fiscal year 2005-06.

NOW, THEREFORE, City and Consultant agree as follows:

Section 1. Section 1, SCOPE OF WORK, contained in the Existing Agreement is modified to read as follows:

SCOPE OF WORK

Under the direction of the City Administrator, Consultant will represent the City in matters related to successful completion of the City's Periodic Review Work Program and Urban Growth Boundary (UGB) amendment process. As Consultant Project Manager, Greg Winterowd, will assume the role of the City's Planning Director in seeing this project to conclusion. In this role, Consultant will take primary responsibility for completion of the following tasks:

Task 1: Findings. In response to the large volume of public and agency comments received by the Planning Commission and City Council, Consultant will prepare detailed findings to justify adopted amendments to the Woodburn UGB, Comprehensive Plan, Development Ordinance, and Urban Growth Management Agreement. These findings will be included in a revised *UGB Justification Report* to be reviewed by the City Attorney prior to Council adoption. This report will be augmented by previous Community Development Director and

Consultant responses to issues raised during the public hearing process from property owners, area residents, interest groups, Marion County and state agencies.

Task 2: Marion County Coordination. Marion County staff has submitted lengthy comments to the City regarding the proposed UGB amendments. In addition to responding to County staff concerns, Consultant will work closely with the City Attorney and City Administrator to coordinate with Marion County in the review and adoption of the 2005 Woodburn Periodic Review and UGB amendment package. Consultant will assist in the review and adoption process for the Urban Growth Management Agreement (UGMA) with Marion County, and will represent the City in the County public hearing and adoption process.

Task 3: DLCD and ODOT Coordination. Consultant will lead the City's efforts in ongoing coordination with DLCD staff regarding the Land Conservation and Development Commission's acknowledgment review process. Consultant will also represent the City in ongoing coordination with the Oregon Department of Transportation, including the review and Council adoption of the Intergovernmental Agreement (IGA) related to managing vehicle trips generated within the Interchange Management Area (IMA) Overlay District. These tasks include meetings, phone calls and emails with DLCD and ODOT staff; responses to concerns raised by those agencies, and coordinating the City's acknowledgment submittal and review strategy.

Task 4: City Council Deliberations. During Fiscal Year 2004-05, Consultant participated in public hearings and deliberative sessions before the Woodburn Planning Commission and City three Planning Commission work sessions, one public hearing, and one deliberative meeting; and one City Council public hearing and one deliberative session. Consultant will represent City Community Development staff during additional Council deliberative sessions prior to adoption of the Periodic Review and UGB Amendment Package. Consultant will respond to Council questions and adjust Comprehensive Plan and WDO text and maps as necessary in response to Council direction. Per task 6, Winterbrook will take over the role of the City's Planning Director in this and any additional hearings.

Task 5: Report and Plan Revisions. Consultant will be responsible for any additional report revisions that may be required by Marion County, DLCD/LCDC, or other review bodies. Consultant also will be responsible for working with Woodburn Public Works staff in making necessary revisions to the Public Facilities Plan (PFP) and Transportation Systems Plan (TSP) where necessary to ensure consistency with the Comprehensive Plan or *UGB Amendment Justification Report*.

Task 6: Plan and Zone Amendments unrelated to Periodic Review. The City has initiated multiple Comprehensive Plan and Zone changes inside the existing

UGB, apart from the Periodic Review process. These changes were made to ensure internal consistency between existing comprehensive plan designations and zoning and to respond to local issues. The changes were made after the Buildable Lands Inventory was completed, and must be reconciled with the Buildable Land Inventory. Consultant will be responsible for preparation of findings related to land need and supply to address these changes within the context of the UGB Justification Report.

Greg Winterowd, Principal Planner, shall be the project manager and shall report directly to City Administrator. This Scope of Work replaces the Scope of Work in all previous contracts and agreements with Consultant.

Section 2. Section 2, CONSIDERATION, contained in the Existing Agreement is revised to read as follows:

CONSIDERATION

City shall pay Consultant a sum under the existing and amended agreements not to exceed \$80,000 for all Consultant services. However, compensation may be less than such maximum amount and shall actually be determined on a time-and-expense basis for labor and direct expenses Consultant incurs, as follows:

Professional Services:

Principal Planner	\$120.00
Senior Planner	\$ 95.00
Planning Technician	\$ 60.00
Project Assistant	\$ 60.00

Expenses: Mileage will be reimbursed at the federal maximum per mile (\$.48 in 2005); photocopies at \$0.15 per page; faxes and scanning at \$1.00 per page; and direct expenses such as postage, long distance phone calls, etc., at cost.

Consultant will submit a monthly invoice to City indicating costs and expenses incurred. The invoice shall include a summary of services provided. City agrees to review the invoice, and to notify Consultant of any questions or disagreements City might have with the invoice within ten days after receipt of the invoice. After the ten-day period, or after questions or disagreements noted during the ten-day period have been resolved to the satisfaction of the parties, the work performed during the period covered by the invoice shall be considered satisfactory by City. Payment of the invoice shall be within 30 days of accepting the invoice as satisfactory.

With the exceptions of the modifications approved by the parties in this Addendum to Agreement, the Existing Agreement remains in full force and effect.

WINTEROWD & BROOKS, LLC

CITY OF WOODBURN

By: 
Gregory Winterowd

Title: Principal

Date: December 12, 2005

By: 
John C. Brown

Title: City Administrator

Date: 12-20-05

**ADDENDUM TO AGREEMENT
FOR CONSULTING SERVICES
BETWEEN CITY OF WOODBURN
AND WINTEROWD & BROOKS, LLC**

DUPLICATE ORIGINAL

EXHIBIT D
Page 1 of 2

THIS ADDENDUM TO AGREEMENT is entered into between the City of Woodburn, an Oregon municipal corporation, hereinafter referred to as "City," and Winterowd & Brooks, LLC, dba Winterbrook Planning, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, in August 2004 the City and Consultant executed an agreement for fiscal year 2004-05 (the "Existing Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, in June 2005, the Agreement was amended to increase the not-to-exceed amount to \$35,000 and expanded the scope of Consultant's services to the City, a copy of which is attached as Exhibit "B" and incorporated herein; and

WHEREAS, in December 2005, the Agreement was amended to further expand the scope of Consultant's services and increased the not-to-exceed amount to \$80,000, a copy of which is attached as Exhibit "C" and incorporated herein; and

WHEREAS, the Consultant has requested, and the parties mutually agree to increase the not-to-exceed amount by \$10,000 to \$90,000, to cover unanticipated costs associated with the review and adoption of the Woodburn Periodic Review and Urban Growth Boundary amendment package for fiscal year 2005-06.

NOW, THEREFORE, City and Consultant agree as follows:

Section 2, CONSIDERATION, contained in the Existing Agreement is revised to read as follows:

CONSIDERATION

City shall pay Consultant a sum under the existing and amended agreements not to exceed \$90,000 for all Consultant services. However, compensation may be less than such maximum amount and shall actually be determined on a time-and-expense basis for labor and direct expenses Consultant incurs, as follows:

Professional Services:

Principal Planner	\$120.00
Senior Planner	\$ 95.00
Planning Technician	\$ 60.00
Project Assistant	\$ 60.00

Expenses: Mileage will be reimbursed at the federal maximum per mile (\$.48 in 2005); photocopies at \$0.15 per page; faxes and scanning at \$1.00 per page; and direct expenses such as postage, long distance phone calls, etc., at cost.

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With the exceptions of the modifications approved by the parties in this Addendum to Agreement, the Existing Agreement remains in full force and effect.

WINTEROWD & BROOKS, LLC

CITY OF WOODBURN

By: 
Gregory Winterowd

By: 
John C. Brown

Title: PRINCIPAL

Title: CITY ADMINISTRATOR

Date: 3-20-06

Date: 3-16-06

September 25, 2006

TO: Honorable Mayor and City Council through City Administrator

FROM: John C. Brown, City Administrator 

SUBJECT: **Comment on Proposed 2008-2011 STIP**

RECOMMENDATION:

It is recommended that City Council authorize the Mayor to send the attached letter, supporting inclusion of the Woodburn I-5 modernization project in the 2008-011 STIP, to the Mid Willamette Valley Commission on Transportation.

BACKGROUND:

The Oregon Transportation Commission (OTC) updates the Statewide Transportation Improvement Plan (STIP) every other year. The STIP includes projects approved for construction or pre-construction during a four-year plan period. Updating the STIP is a comprehensive process that includes area and regional input. This process includes public opportunity to propose projects for the STIP, and to comment later on projects that are included in the draft document. The Mid Willamette Valley Commission on Transportation (MWACT) is the advisory body for Marion, Polk, and Yamhill counties and is the venue for prioritizing local transportation needs. Other "ACTs" perform this function in other areas, and come together at the "ALL-ACT" level to recommend a list of projects to ODOT and the OTC.

The ACTs use rating and ranking systems to evaluate potential projects, and to create project priority lists. The Woodburn Interchange project has consistently received high priority ranking from MWACT, and is included in the current STIP.

DISCUSSION:

MWACT has again recommended the Woodburn Interchange project as a high priority for the 2008-11 STIP. That prioritization is also reflected in the recommendations made at the "ALL-ACT" level, within ODOT's project delivery preferences, and in the draft STIP. The attached letter was written to assure

Agenda Item Review:

City Administrator 

City Attorney 

Finance 

WMACT understands the strength of Woodburn's financial and political commitment to expanding the interchange, and to encourage WMACT to recommend full funding for the project in the upcoming STIP so that the remainder of the project can be built. It is recommended that you authorize the Mayor to send this letter on your behalf.

FINANCIAL IMPACT:

There is no financial impact associated with recommended action. If this project is fully funded in the 2008-11 STIP, the City will be responsible for providing to ODOT, within two years of the notice of construction bid award, the remainder of the local share of the project – \$5.5 million. These funds are anticipated to come from a combination of TIF's and payments from development in the interchange management area.

DRAFT

September 27, 2006

Mid-Willamette Area Commission on Transportation
105 High Street SE
Salem, OR 97301

RE: 2008-2011 Proposed Draft Statewide Transportation Improvement Program (STIP)

Dear MWACT Commissioners:

The City of Woodburn would like to thank you for the opportunity to comment on the 2008-2011 Proposed Draft Statewide Transportation Improvement Program (STIP). The City's highest priority is full funding of the Woodburn I-5 interchange modernization project.

It has been acknowledged for many years that the Woodburn I-5 interchange and the adjacent Highway 214 are significantly deficient and require modernization. The existing interchange was designed in the 1960s for relatively low traffic volumes associated with rural conditions. The interchange vicinity has evolved into an urban setting with industrial, regional commercial/retail, travel services and residential land uses. In addition nearby communities such as Hubbard, Gervais and Mollala have seen growth in all of the above uses as well and the Woodburn I-5 interchange is their connection for auto and truck movements to the freeway system. Attractions such as the Woodburn Company Stores, Oregon Garden in Silverton, the Woodburn Dragstrip and festivals such as Mt Angel's Oktoberfest also place additional traffic through this interchange. The need for interchange modernization is an integral part of the updated Woodburn Transportation System Plan. The modernization project has been a high priority project for MWACT for several years as well.

The City has cooperated with ODOT in completion of two important documents needed for completion of the I-5 interchange modernization. The Woodburn Interchange Project Environmental Assessment was completed in July 2005 and the Woodburn Interchange Management Plan was completed in July 2006. These two plans were critical steps needed to move the interchange modernization forward and were funded by previous STIP projects.

The City has also entered in three important intergovernmental agreements (IGA) with ODOT that have demonstrated the City's commitment to assisting in development of a project that will meet the needs of the City and ODOT through the planning horizon for the project.

In April 2003, the City entered into a protective purchase IGA that provided \$2.5 million of City funds to complete a protective purchase of property adjacent to the freeway that had been approved for a commercial development project. If this protective purchase of the vacant property had not been made future right of way purchase of developed commercial buildings would have been much more expensive. This proactive effort on the part of the City saved right of way costs that could easily have been \$6 million or more.

In January 2006, the City entered in an innovative Interchange Management Area IGA with ODOT. The agreement developed a vehicle trip budget in an overlay zone around the interchange for identified parcels in the proposed City urban growth boundary (UGB) expansion along with other parcels already inside the City's current UGB. This management area will manage trips generated in the designated overlay zone to insure that the modernized interchange operates within established ODOT levels of service throughout the planning horizon for the proposed interchange modernization.

Lastly in April 2006, the City entered into an Interchange Funding IGA with ODOT that committed the City to provide \$8 million in matching funds for completion of the modernized interchange. This significant financial commitment by the City is indicative of the importance of this project to the City.

As Mayor, I would, along with the elected City Council, urge that the modernization project for the I-5 Woodburn Interchange be fully funded in the 2008-2011 Proposed Draft Statewide Transportation Improvement Program to allow for timely completion of this modernization project that is vital to the City of Woodburn as well as all residents of North Marion County.

Sincerely,

Kathryn Figley
Mayor

DRAFT

Agenda Item

September 25, 2006

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Allen, Community Development Director *ja*

SUBJECT: Planning Commission's Approval of Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01 and Variance 06-10 located at 575 and 591 Gatch Street.

RECOMMENDATION:

No action is recommended. This item is placed before the City Council for information purposes in compliance with the Woodburn Development Ordinance. The City Council may call up this item for review if it desires.

BACKGROUND:

On September 14, 2006, the Planning Commission adopted a final order approving Conditional Use 06-01, Design Review 06-08, Phasing Plan 06-01 and Variance 06-10 for a two-phase, 3,264 square foot, expansion of the existing Mastery Learning Institute charter school located at 575 and 591 Gatch Street in the RS zone from a 50-student K-2 school to a 125 student K-5 school and variance to the connecting street improvement requirement for Gatch Street.

The subject site can be identified as Tax lot #s 5600, 5700 and 5800 on Marion County Assessor Map Township 5 South, Range 1 West, Section 18AA. The proposed charter school expansion is located on Tax lot #5800, which is a flag lot with access to Gatch Street across Tax lot #5700. Tax lot #s 5600 and 5700 are currently developed as the Mid-Valley Community Church with an existing 7,703 square foot church, off street parking and landscaping features. Tax lot #5800 is a flag lot and is developed as the Mastery Learning Institute charter school with a 3,694 square foot classroom structure, landscaping, a bus shelter and playground facilities. Off street parking facilities for the Mastery Learning Institute are located on the adjacent Mid-Valley Community Church site to the north. The applicant proposes the phased addition of two 1,632 square foot modular classroom structures, to expand site landscaping and irrigation, and to re-stripe the off street parking and loading area located on Tax lot #s 5600 and 5700 to accommodate additional parking spaces required for the phased classroom

Agenda Item Review: City Administrator *JA* City Attorney *NLS* Finance *Ben*

expansion. Proposed Phase I will be developed in the fall of 2006 and Phase 2 for use in the 2008/2009 school year.

The subject properties are zoned Single-Family Residential (RS) and designated Residential Less Than 12 Units Per Acre and Open Space and Parks on the Comprehensive Plan Map. The properties to the north, south, east and west are zoned RS and designated Residential Less Than 12 Units Per Acre and Open Space and Parks on the Comprehensive Plan Map. Single-family residences are located on the properties to the north, south and east (across Gatch Street). The parcel to the west is currently undeveloped and contains a significant wetland (MC-3B). According to Flood Insurance Rate Map (FIRM) 41047C0138G, the 100-year and 500-year FEMA floodplains for Mill Creek intersect the western portion of the subject site.

On December 4, 2004 the Woodburn Planning Commission approved Design Review Case File No. 04-12, Conditional Use Case File No. 04-06 and Variance Case File No. 04-21 to construct a 3,694 square foot modular classroom structure to establish a K-2 charter school in the RS zone, and variance approval to the connecting street improvement requirement for Gatch Street.

The applicant is Mastery Learning Institute.

The property owner is Mid-Valley Community Church.

DISCUSSION:

None.

FINANCIAL IMPACT:

There is no financial impact associated with the recommended action.